

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form S-8

Registration Statement Under The Securities Act of 1933

Kimberly-Clark Corporation

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation or Organization)

P.O. Box 619100
Dallas, Texas
(Address of Principal Executive Offices)

39-0394230
(I.R.S. Employer
Identification Number)

75261-9100
(Zip Code)

Kimberly-Clark Corporation 401(k) and Profit Sharing Plan
(Full Title of the Plan)

THOMAS J. MIELKE
Senior Vice President — Law and Government Affairs
and Chief Compliance Officer
P.O. Box 619100
Dallas, Texas 75261-9100
(972) 281-1200

(Name, Address and Telephone Number, Including Area Code, of Agent for Service)

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐
(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$1.25 par value(1)	14,000,000 shares	\$65.015(2)	\$910,210,000(2)	\$64,897.97

- (1) In addition, pursuant to Rule 416(c) under the Securities Act of 1933, as amended, this Registration Statement also covers an indeterminate amount of interests to be offered or sold pursuant to the Kimberly-Clark Corporation 401(k) and Profit Sharing Plan (the “Plan”).
- (2) Estimated solely for the purpose of calculating the registration fee required by Section 6(b) of the Securities Act of 1933, as amended, pursuant to Rule 457(c) thereunder, based on \$65.015, the average of the high and low prices of the Common Stock on December 15, 2009, as reported in the consolidated reporting system.

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The purpose of this Registration Statement is to register 14,000,000 shares of the Registrant's common stock, \$1.25 par value ("Common Stock"), and related plan interests, to be offered under the Plan. There are also registered hereunder such additional indeterminate shares of the Registrant's common stock as may be required as a result of a stock split, stock dividend, or similar transaction in accordance with the anti-dilution provisions of the Plan. The shares of Common Stock offered under the Plan are held in the Kimberly-Clark Corporation 401(k) and Profit Sharing Plan Trust.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents previously filed by the Registrant with the Securities and Exchange Commission ("SEC") are incorporated herein by reference:

1. Annual Report on Form 10-K for the year ended December 31, 2008;
2. Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2009, June 30, 2009 and September 30, 2009;
3. Current Reports on Form 8-K filed on March 4, 2009, April 22, 2009, May 1, 2009, May 29, 2009, September 2, 2009 and September 18, 2009 (in each case only to the extent filed and not furnished); and
4. Description of the Registrant's Common Stock contained in the Prospectus constituting a part of the Registrant's Registration Statement on Form S-3 (Registration No. 333-144828) filed on July 24, 2007.

All documents filed by the Registrant and the Plan pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), subsequent to the date hereof and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference herein and to be a part hereof from the dates of filing of such reports and documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein, modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 6. Indemnification of Directors and Officers.

The Registrant's By-laws (the "By-Laws") provide, among other things, that the Registrant shall (i) indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is a party or witness, or is threatened to be made a party or witness, or is otherwise involved in, 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 Registrant) by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Registrant, or is or was serving at the request of the Registrant as a director or officer of another corporation, partnership, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against all liability, loss suffered and 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 Registrant, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, and (ii) indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is a party or witness, or is threatened to be made a party or witness, or is otherwise involved in, any threatened, pending or completed action or suit by or in the right of the Registrant to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Registrant, or is or was serving at the request of the Registrant as a director or officer of another corporation,

partnership, joint venture, trust or other enterprise (including service with respect to employee benefit plans) against all liability, loss suffered and expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of 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 Registrant 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 Registrant unless and only to the extent that the Court of Chancery or the court in which such action, suit or proceeding 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. Notwithstanding the foregoing, the Registrant is not required to indemnify any director or officer of the Registrant in connection with an action, suit or proceeding (or part thereof) initiated by such director or officer against the Registrant or any directors, officers or employees thereof unless (i) the initiation of such proceeding (or portion thereof) was authorized by the Board of Directors of the Registrant or (ii) notwithstanding the lack of such authorization, the person seeking indemnification is successful on the merits.

The By-Laws further provide that (i) expenses (including attorneys' fees) incurred by any current or former officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Registrant, to the fullest extent permitted by applicable law, in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Registrant and (ii) the indemnification and advancement of expenses provided therein shall not be deemed exclusive of any other rights to which those seeking indemnification shall be entitled, or may thereafter acquire under any statute, provision of the Registrant's Certificate of Incorporation, the By-Laws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

The By-Laws further provide that any repeal or modification of the indemnification provisions of the By-Laws will not adversely affect any right or protection thereunder of a director or officer of the Registrant in respect of any action, suite or proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of or relating to any acts or omissions occurring prior to such repeal or modification, and the rights to indemnification and advancement of expenses pursuant to the indemnification provisions of the by-Laws will vest at the time any such person become a director or officer of the Registrant.

Section 145 of the General Corporation Law of the State of Delaware authorizes indemnification by the Registrant of directors and officers under the circumstances provided in the provisions of the By-Laws described above, 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 Registrant has purchased insurance which purports to insure the Registrant 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 Registrant, 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.

Item 8. Exhibits.

(a) See the Exhibit Index, which is incorporated herein by reference. The Registrant agrees to furnish supplementally a copy of any omitted schedule to the SEC upon request.

(b) The Registrant will submit or has submitted the Plan and any amendment thereto to the Internal Revenue Service (the "IRS") in a timely manner and has made or will make all changes required by the IRS in order to qualify such Plan.

Item 9. Undertakings.

(a) The undersigned Registrant 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, as amended (the "Securities Act");

(ii) To reflect in the prospectus any facts or events arising after the effective date of the 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. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, 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.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant 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 Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irving, State of Texas, on December 21, 2009.

KIMBERLY-CLARK CORPORATION

By: /s/ Thomas J. Falk
Thomas J. Falk
Chairman of the Board and
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>/s/ Thomas J. Falk</u> Thomas J. Falk	Chairman of the Board and Chief Executive Officer and Director (principal executive officer)	December 21, 2009
<u>/s/ Mark A. Buthman</u> Mark A. Buthman	Senior Vice President and Chief Financial Officer (principal financial officer)	December 21, 2009
<u>/s/ Michael T. Azbell</u> Michael T. Azbell	Vice President and Controller (principal accounting officer)	December 21, 2009

Directors

John R. Alm
Dennis R. Beresford
John F. Bergstrom
Abelardo E. Bru
Robert W. Dechard
Mae C. Jemison

James M. Jenness
Ian C. Read
Linda Johnson Rice
Marc J. Shapiro
G. Craig Sullivan

By: /s/ Thomas J. Mielke
Thomas J. Mielke, Attorney-in-Fact

December 21, 2009

The Plan

Pursuant to the requirements of the Securities Act of 1933, as amended, Kimberly-Clark Corporation, as Plan Administrator of the Plan, has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irving, State of Texas, on December 21, 2009.

KIMBERLY-CLARK CORPORATION
401(k) AND PROFIT SHARING PLAN

(The Plan)

By: /s/ Wesley E. Wada
Wesley E. Wada
Vice President — Compensation and Benefits
Kimberly-Clark Corporation

EXHIBIT INDEX

The following is a list of Exhibits included as part of this Registration Statement. Items marked with an asterisk are filed herewith.

- 4.1 Amended and Restated Certificate of Incorporation, dated April 30, 2009, incorporated by reference to Exhibit No. (3)a of the Corporation's Current Report on Form 8-K dated May 1, 2009.
- 4.2 By-Laws, as amended April 30, 2009, incorporated by reference to Exhibit No. (3)b of the Corporation's Current Report on Form 8-K dated May 1, 2009.
- 4.3* Kimberly-Clark Corporation 401(k) and Profit Sharing Plan Trust.
- 4.4* Kimberly-Clark Corporation 401(k) and Profit Sharing Plan.
- 23* Consent of Deloitte & Touche LLP.
- 24* Powers of Attorney.

**KIMBERLY-CLARK CORPORATION 401(k)
AND PROFIT SHARING PLAN TRUST**

THIS AGREEMENT, effective as of the 4th day of January, 2010, is made between **KIMBERLY-CLARK CORPORATION**, a Delaware corporation, herein referred to as the "Company", and **THE NORTHERN TRUST COMPANY**, an Illinois corporation of Chicago, Illinois, herein referred to as the "Trustee", and constitutes a restatement of the Kimberly-Clark Corporation Defined Contribution Plan Trust, which was heretofore made by the Company, into a trust agreement to be known as the **KIMBERLY-CLARK CORPORATION 401(k) AND PROFIT SHARING PLAN TRUST** agreement under which the Trustee is accepting appointment as successor trustee.

The Company and the Trustee intend, acknowledge and agree that the Trustee is a "directed trustee" with respect to the operation, maintenance and investment of the Trust Fund except to the extent the Trustee has expressly accepted responsibility for the management of Trust Fund assets under this agreement as provided herein.

The Company shall direct the Trustee as successor trustee to add the assets transferred to the Trustee by the predecessor trustee to the assets of the Trust Fund and the Benefits Administration Committee shall be named fiduciary for the Plan which has the responsibility for administering the Plan and has the responsibility for Plan investments.

The Trust Fund shall consist of all assets held by the Trustee as of the date of this agreement or thereafter acquired by the Trustee as trustee or successor trustee, all investments and reinvestments thereof and all additions thereto by way of contributions, earnings and increments, and shall be held upon the following terms:

ARTICLE ONE: DEFINITIONS

For the purposes of this agreement:

1.1 "Benefits Administration Committee" means the committee as constituted from time to time which has the responsibility for administering the Plan and shall be deemed for purposes of ERISA to be the Plan administrator and the named fiduciary for Plan administration and for monitoring and collecting contributions; has the responsibility for allocating the assets of the Trust Fund among the Separate Accounts and any Trustee Investment Accounts, for monitoring the diversification of the investments of the Trust Fund, for determining the propriety of investment of the Trust Fund in foreign securities and of maintaining the custody of foreign investments abroad, for assuring that the Plan does not violate any provisions of ERISA limiting the acquisition or holding of "employer securities" or "employer real property" and for the appointment and removal of Investment Advisers and shall be deemed for purposes of ERISA to be the named fiduciary for Plan investments;

1.2 "Beneficiary" means a person designated to receive a benefit under the Plan after the death of a Participant;

1.3 "Code" means the Internal Revenue Code of 1986, as amended;

1.4 "Company" means Kimberly-Clark Corporation and any corporation which is the successor thereto;

1.5 "Company Stock" means common stock of the Company;

1.6 "Company Stock Investment Fund" means any Investment Fund composed of investments in Company Stock as provided in Section 6.5(b) of ARTICLE SIX;

1.7 "Custodial Agent" means one or more persons or entities (including, without limitation, brokers or dealers registered under the Securities Exchange Act of 1934) selected by the Benefits Administration Committee or an Investment Manager to maintain custody of assets of a Separate Investment Account pursuant to Section 3.1(c) or Section 3.7;

1.8 "ERISA" means the Employee Retirement Income Security Act of 1974 as in effect from time to time and the regulations issued thereunder;

1.9 "Investment Adviser" means an Investment Manager or an Investment Trustee to whom the Benefits Administration Committee has delegated investment responsibility for a Separate Account or the Benefits Administration Committee with respect to any assets of the Trust Fund for which the Benefits Administration Committee has investment responsibility;

1.10 "Investment Fund" shall mean each of the investment funds established pursuant to ARTICLE FOUR; any of such Investment Funds may be composed of one or more Separate Accounts and Trustee Investment Accounts designated by the Benefits Administration Committee;

1.11 "Investment Manager" means an investment manager as defined in Section 3(38) of ERISA, which is appointed by the Benefits Administration Committee to manage a Separate Investment Account; but the Trustee shall have no responsibility to determine whether a person or entity acting as an Investment Manager meets or continues to meet this definition;

1.12 "Investment Trustee" means the trustee appointed by the Benefits Administration Committee to manage a Separate Investment Trust Account;

1.13 "Participant" means a person who is an employee or former employee of the Company or of a Subsidiary and who has an account balance in the Plan;

1.14 "Plan" means the Kimberly-Clark Corporation 401(k) and Profit Sharing Plan;

1.15 "Separate Account" means a Separate Investment Account, a Separate Investment Trust Account or a Separate Insurance Contract Account;

1.16 "Separate Insurance Contract Account" means assets of the Trust Fund allocated by the Benefits Administration Committee to an account of the Trust for investment in insurance contracts directed by the Benefits Administration Committee;

1.17 "Separate Investment Account" means assets of the Trust Fund allocated by the Benefits Administration Committee to an account of the Trust which is to be managed by an Investment Manager, or which is to be managed by the Benefits Administration Committee pursuant to Article Three;

1.18 "Separate Investment Trust Account" means assets of the Trust Fund allocated by the Investment Committee to a Separate Account to be managed by an Investment Trustee;

1.19 "Subsidiary" means a subsidiary or affiliate of the Company;

1.20 "Subtrust" means assets of a Separate Investment Account which are held by a Subtrustee pursuant to an agreement which the Benefits Administration Committee has approved and directed the Trustee to enter into;

1.21 "Subtrustee" means the trustee appointed by the Benefits Administration Committee to act as trustee of a Subtrust;

1.22 "Trust" means this instrument and the trust evidenced thereby, as amended from time to time;

1.23 "Trust Fund" means all assets subject to this agreement;

1.24 "Trustee" means THE NORTHERN TRUST COMPANY and any successor to it as trustee or trustees of the Trust Fund; and

1.25 "Trustee Investment Account" means assets of the Trust Fund allocated by the Benefits Administration Committee to an account of the Trust to be managed by the Trustee with the written consent of the Trustee.

ARTICLE TWO: DISTRIBUTIONS

The Trustee shall make distributions from the Trust Fund to such persons, in such amounts, at such times and in such manner as the Benefits Administration Committee or its designee shall from time to time direct pursuant to the service description furnished by the Trustee to the Benefits Administration Committee from time to time. The Trustee shall have no responsibility to ascertain whether any direction received by the Trustee from the Benefits Administration Committee or its designee in accordance with the preceding sentence is proper and in compliance with the terms of the Plan or to see to the application of any distribution. The Trustee shall not be liable for any distribution made in good faith without actual notice or knowledge of the changed condition or status of any recipient. If any distribution made by the Trustee is returned unclaimed, the Trustee shall notify the Benefits Administration Committee or its designee and shall dispose of the distribution as the Benefits Administration Committee or its

designee shall direct. The Trustee shall have no obligation to search for or ascertain the whereabouts of any payee of benefits of the Trust Fund.

ARTICLE THREE: SEPARATE ACCOUNTS AND INVESTMENT ADVISERS

The Trust Fund shall consist of one or more Separate Accounts and, with the Trustee's written consent, one or more Trustee Investment Accounts. All Separate Accounts and any Trustee Investment Accounts shall be established by the Trustee at the direction of the Benefits Administration Committee. The Benefits Administration Committee shall designate assets of the Trust Fund to be allocated to each Separate Account and each Trustee Investment Account and shall direct the Trustee with respect to any transfer of assets between Separate Accounts or between a Separate Account and a Trustee Investment Account, provided that no asset shall be allocated or transferred to a Trustee Investment Account without the Trustee's written consent. The Benefits Administration Committee shall have investment responsibility for any assets of the Trust Fund not otherwise allocated to a Separate Account or Trustee Investment Account, and such assets shall comprise a Separate Investment Account for which the Benefits Administration Committee serves as Investment Adviser. The following provisions shall apply to the Separate Accounts:

3.1 With respect to each Separate Investment Account, the Benefits Administration Committee may appoint an Investment Manager, who shall acknowledge by a writing delivered to the Benefits Administration Committee that it is a fiduciary with respect to the assets allocated thereto, or in the event the Benefits Administration Committee does not appoint an Investment Manager, the Benefits Administration Committee shall have investment responsibility with respect to such Separate Investment Account. The Trustee shall act with respect to assets allocated to a Separate Investment Account only as directed by the Investment Manager or, in the event that the Benefits Administration Committee does not appoint an Investment Manager, the Benefits Administration Committee. The Benefits Administration Committee may direct that any or all of the assets of a Separate Investment Account be held by a Subtrustee. The Trustee shall have custody of and custodial responsibility for all assets of the Trust Fund held in a Separate Investment Account except as otherwise provided in this agreement, including Section 3.7 hereof, or as follows:

(a) The Subtrustee of a Subtrust shall have custody of and custodial responsibility for any assets of a Separate Investment Account allocated to it by the Benefits Administration Committee;

(b) The trustee of a collective or group trust fund (including without limitation an Investment Manager or its bank affiliate) shall have custody of and custodial responsibility for any assets of a Separate Investment Account invested in such collective or group trust fund; and

(c) The Benefits Administration Committee may direct in writing that the custody of additional assets of a Separate Investment Account (other than those referred to in paragraphs (a) and (b) of this Section 3.1) be maintained with a Custodial Agent. In such event, the Benefits Administration Committee shall approve, and direct the Trustee to enter into, a custody agreement with the Custodial Agent (which custody agreement

may authorize the Custodial Agent to maintain custody of such assets with one or more subagents, including a broker or dealer registered under the Securities Exchange Act of 1934 or a nominee of such broker or dealer). The Custodial Agent shall have custodial responsibility for any assets maintained with the Custodial Agent or its subagents pursuant to the custody agreement. Notwithstanding any other provision of this agreement, the Company (which has the authority to do so under the laws of its state of incorporation) agrees to indemnify THE NORTHERN TRUST COMPANY from any liability, loss and expense, including legal fees and expenses, which arise out of or in connection with the Trustee's acting in accordance with any directions given by the Benefits Administration Committee pursuant to this paragraph (c) or Section 3.7. This paragraph shall survive the termination of this agreement.

3.2 With respect to each Separate Investment Trust Account, the Trustee and the Investment Trustee thereof shall upon the direction of the Benefits Administration Committee execute an investment trust agreement with respect thereto. The Investment Trustee shall have custody of all of the assets of the Separate Investment Trust Account except such assets as the Investment Committee may from time to time determine shall be held in the custody of the Trustee with the Trustee's written consent; the Trustee shall act with respect to any such assets in its custody only as directed by the Investment Trustee.

3.3 With respect to each Separate Insurance Contract Account, from assets allocated thereto the Trustee shall purchase or continue in effect such insurance contracts, including annuity contracts and policies of life insurance, only when and as the Benefits Administration Committee shall direct; the issuing insurance company may credit those assets to its general account or to one or more of its separate accounts, and the Trustee shall act with respect to those contracts only as directed by the Benefits Administration Committee.

3.4 The Benefits Administration Committee shall have investment responsibility for assets held in any Separate Account for which an Investment Manager or Investment Trustee has not been retained, has been removed, or is for any reason unwilling or unable to act. With respect to assets or Separate Accounts for which the Benefits Administration Committee has investment responsibility, the Trustee, acting only as directed by the Benefits Administration Committee, shall enter into such agreements as are necessary to facilitate any investment, including agreements entering into a limited partnership, Subtrust or the participation in real estate funds. The Trustee shall not make any investment review of, or consider the propriety of holding or selling, or vote any assets for which the Benefits Administration Committee has investment responsibility. To the extent that the Benefits Administration Committee directs the Trustee with respect to the investment of such assets, the Benefits Administration Committee represents and warrants that (i) it shall carry out its investment responsibilities in accordance with, and any such direction shall be in accordance with, the applicable terms of any documents governing the Plans, including any investment policy statement and (ii) it shall maintain and follow procedures for identifying and avoiding any non-exempt prohibited transactions.

3.5 With respect to each Separate Account, the Investment Adviser thereof shall have the investment powers granted to the Trustee by ARTICLE FIVE, as limited by Section 6.1

through Section 6.3 of ARTICLE SIX, as if all references therein to the Trustee referred to the Investment Adviser.

3.6 The Benefits Administration Committee may also direct the Trustee as fiduciary to lend securities of the Trust Fund held by the Trustee by entering into a written agreement with the Trustee. The terms of the agreement between the Benefits Administration Committee and the Trustee shall be consistent with Department of Labor Prohibited Transaction Exemption 2006-16 or any successor exemption. The written agreement between the Benefits Administration Committee and the Trustee shall direct the Trustee to enter into a loan agreement with a borrower or borrowers. The Trustee shall transfer securities to the borrower and invest or hold on behalf of the Trust Fund the collateral received in exchange for the securities. Notwithstanding anything in this agreement to the contrary, the right to vote securities out on loan on record date passes to the borrower, or a transferee of the borrower, as a consequence of the transfer of title to the securities. The Trustee shall maintain a record of the market value of the loaned securities and shall be paid reasonable compensation as agreed to by the Trustee and the Benefits Administration Committee.

3.7 The Benefits Administration Committee may (or the Benefits Administration Committee may authorize an Investment Advisor by written notice to the Trustee to) invest assets of a Separate Investment Account in foreign and domestic futures contracts, options on futures contracts, options contracts, short sales, swaps and other types of investments which involve the transfer of Trust Fund assets to or the holding of Trust Fund assets by a third party as margin, collateral or otherwise. In the event the Benefits Administration Committee authorizes an Investment Adviser to engage in any such investment strategy, the Trustee shall: (i) as directed by the Investment Adviser, execute such documents and agreements on behalf of the Trust Fund as the Investment Adviser may deem necessary or appropriate in order to effectuate the investment strategy; and (ii) transfer assets of the Investment Adviser's Separate Investment Account to one or more Custodial Agents as directed by the Investment Adviser or, with respect to variation margin, in accordance with industry practice based on daily marking to market calculations. The Trustee shall have no responsibility for the selection or retention of any Custodial Agent, and shall have no investment or custodial responsibility for any assets so held. The Trustee shall enter into a custody agreement with the Custodial Agent solely as directed by the Investment Adviser or Benefits Administration Committee, which shall be responsible for determining whether such agreement is necessary or appropriate. The Investment Adviser shall be responsible for monitoring each Custodial Agent with respect to its financial status and compliance with applicable law and for determining whether continued retention of the Custodial Agent is appropriate.

In addition, with respect to options transactions, the Trustee is authorized to pledge assets of a Separate Investment Account as collateral for such transaction in accordance with industry practice.

3.8 (a) The Trustee is authorized, but shall not be obligated, to credit the applicable Separate Account provisionally on payable date with interest, dividends, distributions, redemptions or other amounts due; otherwise, such amounts will be credited to the Separate Account on the date such amounts are actually received by the Trustee and reconciled to the

Separate Account. In cases where the Trustee has credited the applicable Separate Account with such amount prior to actual collection and reconciliation, the Benefits Administration Committee agrees that the Trustee may reverse such credit as of payable date if and to the extent that it does not receive such amounts in the ordinary course of business. The Trustee is also authorized, but shall not be obligated, to advance its own funds to complete transactions in cases where adequate funds may not otherwise be available to the applicable Separate Account. The Benefits Administration Committee acknowledges that the Trustee shall be entitled to recover on demand such provisional credit or advancement of funds plus its fee, applicable from time to time, incurred in connection with such provisional credit or advancement.

(b) The Trustee and the Benefits Administration Committee recognize that any decision to effect a provisional credit or an advancement of the Trustee's own funds to a Separate Account pursuant to this agreement will be an accommodation granted entirely at the Trustee's option and in light of the particular circumstances, which circumstances may involve conditions in different countries, markets and classes of assets at different times. All amounts thus due to the Trustee under this agreement with respect to a provisional credit or advancement of the Trustee's own funds to the Separate Account shall be paid by the Trustee from the Trust Fund unless otherwise paid by the Company on a timely basis.

3.9 The Benefits Administration Committee may engage the Trustee, or any of its affiliates, as the Benefits Administration Committee's agent, to provide transition or liquidation services in connection with the removal of an Investment Manager, the termination of the Plan, or for any other reason, pursuant to a separate written agreement between the Benefits Administration Committee and the Trustee or any of its affiliates. The Benefits Administration Committee may engage Northern Trust Securities, Inc., or any other affiliate of the Trustee, as a commission recapture service provider.

ARTICLE FOUR: INVESTMENT FUNDS

4.1 The Trust Fund shall be composed of assets of the Company Stock Investment Fund and any other Investment Funds designated in writing by the Benefits Administration Committee. The Benefits Administration Committee is authorized to terminate the existing Investment Funds and establish new Investment Funds by giving advance written notice to the Trustee describing the fund to be terminated or established and the effective date thereof; provided that in no event shall the Trustee's duties be modified without its consent. The Benefits Administration Committee or its representative shall direct the Trustee with respect to the allocation of assets to Investment Funds and with respect to transfers among such Investment Funds. The Trustee shall use reasonable efforts to move funds as soon as practicable when transfers are delayed for any reason, but shall in no event be required to advance its own funds for such purpose. Pending directions from the Benefits Administration Committee to allocate contributions among the Investment Funds, the Trustee shall hold the contributions in a separate account invested in short term investments, including common or collective short term investment funds of the Trustee. Any cash held from time to time in any Investment Fund may be invested in common or collective funds of the Trustee or its affiliate, or participations in regulated investment companies (including those for which the Trustee or its affiliate is adviser).

4.2 To the extent that any Investment Fund is invested in mutual fund shares or bank commingled funds, the Benefits Administration Committee shall initially select funds to be invested in and shall be responsible for retaining the availability of or terminating the availability of such funds. To the extent the Trustee is required to enter into a custody agreement with the sponsor of a bank commingled fund or such other type of fund, the Benefits Administration Committee shall direct the Trustee to enter into such agreement.

ARTICLE FIVE: POWERS OF TRUSTEE

Except as otherwise provided in this agreement, the Trustee shall hold, manage, care for and protect the assets of the Trust Fund and shall have until actual distribution thereof the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

5.1 To retain any asset originally included in the Trust Fund or subsequently added thereto;

5.2 To invest and reinvest the assets of the Trust Fund without distinction between income and principal in bonds, stocks, mortgages, notes, options, futures contracts, options on futures contracts, limited partnership interests, participations in regulated investment companies (including those for which the Trustee or its affiliate is adviser), or other property of any kind, real or personal, foreign or domestic, and to enter into insurance contracts;

5.3 To deposit any part or all of the assets with the Trustee or its affiliate as trustee, or another person or entity acting as trustee of any collective or group trust fund which is now or hereafter maintained as a medium for the collective investment of funds of pension, profit sharing or other employee benefit plans, and which is qualified under Section 401(a) and exempt from taxation under Section 501(a) of the Code, and to withdraw any part or all of the assets so deposited; any assets deposited with the trustee of a collective or group trust fund shall be held and invested by the trustee thereunder pursuant to all the terms and conditions of the trust agreement or declaration of trust establishing the fund, which are hereby incorporated herein by reference and shall prevail over any contrary provision of this agreement;

5.4 To deposit cash in any depository, including the banking department of the Trustee or its affiliate and any organization acting as a fiduciary with respect to the Trust Fund;

5.5 To hold any part of the assets of the Trust Fund in cash without liability for interest, pending investment thereof or the payment of expenses or making of distributions therewith, notwithstanding the Trustee's receipt of "float" from such uninvested cash;

5.6 To cause any asset of the Trust Fund, real or personal, to be held in a corporate depository or federal book entry account system or registered in the Trustee's name or in the name of a nominee or in such other form as the Trustee deems best without disclosing the trust relationship;

5.7 To vote, either in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the Trustee's possession of voting discretion would subject the issuing company or the Trustee to any law, rule or regulation adversely affecting either the company or the Trustee's ability to retain or vote company securities, shall be voted as directed by the Benefits Administration Committee; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

5.8 To lease any assets of the Trust Fund for any period of time though commencing in the future or extending beyond the term of this Trust;

5.9 To borrow money from any lender, to extend or renew any existing indebtedness and to mortgage or pledge any assets of the Trust Fund;

5.10 To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the assets of the Trust Fund in accordance with industry practice, and to sell put and covered call options from time to time; the Company acknowledges that the Trustee may reverse any credits made to the Trust Fund by the Trustee prior to receipt of payment in the event that payment is not received;

5.11 To employ agents, attorneys and proxies and to delegate to any one or more of them any power, discretionary or otherwise, granted to the Trustee;

5.12 To compromise, contest, prosecute or abandon claims in favor of or against the Trust Fund;

5.13 To appoint foreign custodians as agent of the Trustee to custody foreign securities holdings of any Separate Account established by the Benefits Administration Committee or of any Trustee Investment Account;

5.14 To lend securities held by the Trustee and to receive and invest collateral provided by the borrower, all pursuant to a written agreement with the Benefits Administration Committee;

5.15 To utilize any tax refund claim procedures with respect to taxes withheld to which the Trust Fund may be entitled under applicable tax laws, treaties and regulations; any exercise of such power by the Trustee shall be on a reasonable efforts basis; and

5.16 To perform other acts necessary or appropriate for the proper administration of the Trust Fund, execute and deliver necessary instruments and give full receipts and discharges.

ARTICLE SIX: LIMITATIONS ON POWERS

For purposes of this agreement, the powers and responsibilities allocated to the Trustee shall be limited as follows:

6.1 The powers of the Trustee shall be exercisable for the exclusive purpose of providing benefits to the Participants and Beneficiaries under the Plan and in accordance with the standards of a prudent man under ERISA;

6.2 Subject to Section 6.1 and Section 6.3, the Trustee shall diversify the investments of that portion of the Trust Fund for which it has investment responsibility so as to minimize the risk of large losses;

6.3 Subject to Section 6.1, the Trustee shall, with respect to that portion of the Trust Fund for which it has investment responsibility, follow the investment guidelines established by the Benefits Administration Committee given in exercise of that committee's responsibility;

6.4 Except as otherwise provided in Section 3.6, the Trustee shall not make any investment review of, consider the propriety of holding or selling, or vote, any assets of the Trust Fund allocated to a Separate Account in accordance with ARTICLE THREE, except as directed by the Investment Adviser thereof. Further, the Benefits Administration Committee hereby directs that any cash of a Separate Account, consisting of U.S. dollars in the Trustee's custody, shall be invested in the collective Short Term Investment Fund maintained by the Trustee or its affiliate, unless the Trustee receives other instructions from the Investment Advisor of such Separate Account. For currencies held by the Trustee outside the United States, including U.S. dollars, the Trustee shall invest such cash of a Separate Account as directed by the Investment Adviser thereof and such investments may include an interest bearing account of a foreign custodian;

6.5 The powers and responsibilities of the Trustee relative to the Company Stock Investment Fund shall be limited as follows:

(a) "Directed Trustee" Status. The parties intend, acknowledge and agree that the Trustee is merely a "directed trustee" with respect to the operation, maintenance and investment of the Company Stock Investment Fund.

(b) Fund Investments. The Company Stock Investment Fund shall be composed exclusively of investments in Company Stock; provided that, as and to the extent directed to do so by the Benefits Administration Committee from time to time in writing, the Trustee shall maintain a portion of the Company Stock Investment Fund in cash for the purpose of funding transfers out of the Company Stock Investment Fund. The Trustee shall have no discretion to determine whether to hold or sell all or any shares of Company Stock. Any cash held by the Trustee in the Company Stock Investment Fund may be invested in common or collective short term investment funds of the Trustee. The Trustee shall not be required to advance its own funds to make any transfers or distributions.

(c) No Duty to Diversify. For the avoidance of doubt, under no circumstances shall the Trustee have a duty to sell any shares of Company Stock in order to diversify the investments of the Trust Fund.

(d) Manner of Purchase or Sale. (i) Purchases and sales of Company Stock may be made to, from or through any source, provided that it shall be the responsibility of the Benefits Administration Committee to determine that any such purchases from or sales to a party in interest (as defined in Section 3(14) of ERISA) comply with the requirements of Section 408(e) of ERISA. (ii) Notwithstanding anything in this agreement to the contrary, the Benefits Administration Committee shall have the authority to engage any person or entity to provide brokerage services with respect to the Company Stock Investment Fund, and in such case, the Trustee shall not have the responsibility for any purchases and sales of Company Stock initiated by such person or entity.

(e) Expedited Settlement. The Company has determined that daily movement of Participant balances among the Investment Funds is an important design feature and objective of the Plan and that timely transfers and distributions from the Company Stock Investment Fund need to be facilitated in order to achieve such objective. The Benefits Administration Committee may authorize and direct the Trustee in writing to seek to obtain settlement for sales of Company Stock on an expedited basis under certain circumstances in which case the Trustee shall carry out the execution of Company Stock sale transactions in accordance with such direction and subject to any limitations expressed therein.

(f) Rights, Options and Warrants. Rights, options or warrants offered to purchase Company Stock shall be exercised by the Trustee to the extent that there is cash available for the investment; to the extent cash is not available, the same shall be sold on the open market.

(g) Voting. The Benefits Administration Committee upon written notice to the Trustee shall furnish to each Participant who has Company Stock credited to his or her individual account under the Company Stock Investment Fund the date and purpose of each meeting of the stockholders of the Company at which Company Stock is entitled to be voted. The Benefits Administration Committee shall request from each Participant instructions to be furnished to a tabulating agent appointed by the Benefits Administration Committee or the Trustee as to the voting at that meeting of Company Stock credited to the Participant's account. The Benefits Administration Committee, if it has appointed the tabulating agent, shall have the responsibility to ensure that the tabulation of Participant voting instructions meets the requirements of ERISA. If the Participant furnishes such instructions to the tabulating agent within the time specified in the notification, the Trustee shall vote such Company Stock in accordance with the Participant's instructions. All Company Stock credited to Participant accounts as to which the Trustee or its agent do not receive instructions as specified above, and all unallocated Company Stock held in the Company Stock Investment Fund, shall be voted in accordance with direction from the Benefits Administration Committee. In the event the Benefits Administration Committee informs the Trustee in writing in a timely manner that it is not able to direct the Trustee as to voting of any non-directed shares of Company Stock held in the Company Stock Investment Fund for which direction has not been received from Participants for any reason, the Company Stock shall be voted by the

Trustee proportionately in the same manner as it votes Company Stock as to which the Trustee or its agent have received voting instructions as specified above.

(h) Tender and Exchange Offers. The Benefits Administration Committee upon written notice to the Trustee shall furnish to each Participant who has Company Stock credited to his or her individual account under the Company Stock Investment Fund notice of any tender offer for, or a request or invitation for tenders of, Company Stock received by the Trustee. The Benefits Administration Committee shall request from each such Participant instructions to be furnished to a tabulating agent appointed by the Benefits Administration Committee or the Trustee as to the tendering of Company Stock credited to the Participant's account and for this purpose the Benefits Administration Committee shall provide Participants with a reasonable period of time in which they may consider any such tender offer for, or request or invitation for tenders of, Company Stock of which the Trustee has been advised by the Benefits Administration Committee. The Benefits Administration Committee, if it has appointed the tabulating agent, shall have the responsibility to ensure that the tabulation of Participant tender or exchange instructions meets the requirements of ERISA. The Trustee shall tender such Company Stock as to which the Trustee or its agent have received instructions to tender from Participants within the time specified by the Trustee or the Benefits Administration Committee, as the case may be. Company Stock credited to Participant accounts as to which the Trustee or its agent have not received instructions from Participants shall not be tendered. As to all unallocated Company Stock held by the Trustee, the Trustee shall tender the same proportion thereof as the Company Stock as for which the Trustee or its agent have received instructions from Participants to tender bears to all Company Stock allocated to Participant accounts.

(i) Trustee Action. No provision of Sections 6.5(g) and (h) shall prevent the Trustee from taking any action relating to its duties under such Sections if the Trustee determines in its sole discretion that such action is necessary in order for the Trustee to fulfill its fiduciary responsibilities under ERISA.

(j) Participant "Named Fiduciary" Status. Each Participant shall be a "named fiduciary" under ERISA to the extent of his or her authority to direct the investment in, voting, tender, exchange or sale of Company Stock allocated to the Participant's account and the proportionate share of unallocated Company Stock held by the Trustee.

(k) Reliance on Information. The Benefits Administration Committee shall provide the Trustee with timely information regarding proxy voting and tender offers and in carrying out its responsibilities under this provision the Trustee may conclusively rely on information furnished to it by the Benefits Administration Committee, including the names and current addresses of Participants, the number of shares of Company Stock credited to Participant accounts under the Company Stock Investment Fund, and the number of shares of Company Stock held by the Trustee in the Company Stock Investment Fund that have not yet been allocated.

(l) Company Stock Indemnity. The Trustee shall not be liable for the purchase, retention, voting, tender, exchange or sale of Company Stock and the Company

(which has the authority to do so under the laws of the state of its incorporation) agrees to indemnify THE NORTHERN TRUST COMPANY from any liability, loss and expense, including legal fees and expenses which THE NORTHERN TRUST COMPANY may sustain by reason of purchase, retention, voting, tender, exchange or sale of Company Stock, provided the Trustee has used reasonable care in carrying out its ministerial responsibilities in processing directions provided pursuant to this Section 6.5. This paragraph shall survive the termination of this agreement;

6.6 The Benefits Administration Committee shall have sole responsibility for the decision to maintain the custody of foreign investments abroad. Custody of foreign investments shall be maintained with an applicable foreign custodian selected by the Trustee. The Trustee shall be responsible for the prudent selection of such foreign custodian within the applicable jurisdiction and for monitoring such selection to determine if it continues to be a prudent selection within such jurisdiction. In performing custodial duties, any such foreign custodian shall act in accordance with the standard of care applicable to a professional custodian for hire in the jurisdiction where such duties are performed, and the Trustee shall be responsible for any loss to the Trust Fund which is incurred as a direct result of (i) the negligence of a foreign custodian to perform custodial duties in accordance with the foregoing standard, or its fraud or willful misconduct in performing its custodial responsibilities, or (ii) the Trustee's negligence in making a prudent selection within a particular jurisdiction or in monitoring such selection to determine if it continues to be a prudent selection within such jurisdiction. Subject to the foregoing, the Trustee shall have no responsibility for the solvency or financial condition of any foreign custodian holding assets of the Trust Fund; and

6.7 The Trustee shall have no responsibility for: (a) any condition which now exists or may hereafter be found to exist in, under, or about any real estate investment of the Trust Fund or of a corporation organized under Section 501(c)(2) or 501(c)(25) of the Code, the stock of which is held as an asset of the Trust Fund; or (b) any violation of any applicable environmental or health or safety law, ordinance, regulation or ruling; or (c) the presence, use, generation, storage, release, threatened release, or containment, treatment or disposal of any hazardous or toxic substances or materials including such situations at or activities on any investment of the Trust Fund or of a Section 501(c)(2) or 501(c)(25) corporation, the stock of which is held as an asset of the Trust Fund. The Trustee is hereby authorized to pay from the Trust Fund all costs and expenses (including attorneys fees) relating to or connected with any condition, violation, presence or other situation referred to in (a), (b) and (c) above, and notwithstanding anything to the contrary in this agreement, to the extent permitted by law, THE NORTHERN TRUST COMPANY shall be indemnified from the Trust Fund from all claims, suits, losses and expenses (including attorneys fees) arising therefrom. The authority to pay from the Trust Fund and the right of indemnification set forth in the preceding sentence include and relate to, without limitation, any claims, suits, liabilities, losses and expenses (including attorneys fees) arising from any matters relating to the existence of petroleum including crude oil and any fraction thereof, hazardous substances, pollutants, or contaminants as defined in the Comprehensive Environmental, Responsibility, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq., or hazardous wastes as defined in the Resource Conservation and Liability Act, 42 U.S.C. Section 6906 et seq., or as any of the foregoing terms or similar terms may be defined in similar state environmental laws or subsequent federal or state legislation of a similar nature which may be enacted from time to time. This paragraph shall survive the sale or

other disposition of any real estate investment of the Trust Fund and the termination of this agreement. Nothing in this paragraph shall be construed to in any way limit the indemnification rights of the Trustee provided for in ARTICLE NINE.

ARTICLE SEVEN: ACCOUNTS

7.1 The Trustee shall maintain accounts of all investments, receipts and disbursements, including contributions, distributions, purchases, sales and other transactions of the Trust Fund. The Benefits Administration Committee has the right under applicable law to receive, at no additional cost, separate notifications of certain securities transactions; however, unless the Benefits Administration Committee directs otherwise in writing, the Benefits Administration Committee agrees not to receive such separate notifications of securities transactions and that all securities transactions will be reported on the Trustee's periodic statements of account.

7.2 Within thirty (30) days after the close of each fiscal year of the Trust Fund and of any other period agreed upon by the Trustee and the Benefits Administration Committee the Trustee shall render to the Benefits Administration Committee a statement of account for the Trust Fund for the period commencing with the close of the last preceding period and a list showing each asset thereof as of the close of the current period and its cost and fair market value. In preparing the Trustee's written account, the Trustee shall be fully protected in relying, without duty of inquiry: (i) upon the determination of the issuing insurance company or other entity with respect to the value of each insurance or investment contract included in such written account, (ii) upon information provided by the general partner or other investment entity with respect to the value of each limited partnership or other investment interest included in such written account, and (iii) with respect to any assets of the Trust Fund managed by an Investment Adviser for which the Trustee deems not to have a readily ascertainable value, upon the fair market value of such assets as determined by the applicable Investment Adviser.

7.3 An account of the Trustee may be approved by the Benefits Administration Committee by written notice delivered to the Trustee or by failure to object to the account by written notice delivered to the Trustee within ninety (90) days of the date upon which the account was delivered to the Benefits Administration Committee. The approval of an account shall constitute a full and complete discharge to the Trustee as to all matters set forth in that account as if the account had been settled by a court of competent jurisdiction in an action or proceeding to which the Trustee, the Company and the Benefits Administration Committee were parties. In no event shall the Trustee be precluded from having its accounts settled by a judicial proceeding. Nothing in this article shall relieve the Trustee of any responsibility, or liability for any responsibility, under ERISA.

ARTICLE EIGHT: TRUSTEE SUCCESSION

8.1 The Trustee may resign at any time by written notice to the Benefits Administration Committee, or the Benefits Administration Committee may remove the Trustee by written notice to the Trustee. The removal by the Benefits Administration Committee shall be effective sixty (60) days after the date of the Trustee's receipt of the notice of removal or at such earlier date as the Trustee and the Benefits Administration Committee may agree. The

Trustee's resignation shall be effective 120 days after the date thereof or at such earlier date the Trustee and the Benefits Administration Committee may agree.

8.2 In case of the resignation or removal of the Trustee, the Benefits Administration Committee shall appoint a successor trustee by delivery to the Trustee of a written instrument executed by the Benefits Administration Committee appointing the successor trustee and a written instrument executed by the successor trustee accepting the appointment, whereupon the Trustee shall deliver the assets of the Trust Fund to the successor trustee, but the Trustee may reserve such reasonable amount (as approved by the Benefits Administration Committee, which approval shall not be unreasonably withheld or delayed) as it may deem necessary for outstanding and accrued charges against the Trust Fund.

8.3 The successor trustee, and any successor to the trust business of the Trustee by merger, consolidation or otherwise, shall have all the powers given the originally named Trustee. No successor trustee shall be personally liable for any act or omission of any predecessor. Except as otherwise provided in ERISA, the receipt of the successor trustee and the approval of the Trustee's final account by the Benefits Administration Committee in the manner provided in ARTICLE SEVEN shall constitute a full and complete discharge to the Trustee.

8.4 Upon the written direction of the Benefits Administration Committee, the Trustee shall transfer such portion of the Trust Fund as is specified in such direction to any trustee or insurance company (i) that has been appointed to hold the assets of the Plan or (ii) that holds or will hold assets of any other plan that qualifies under Section 401(a) of the Code into which the Plan (or any portion thereof) is merged or consolidated, or to which the Plan transfers assets or liabilities; provided, however, that in making transfers under this Section 8.4, the Trustee may rely without further inquiry upon the written direction of the Benefits Administration Committee, which shall have the sole responsibility to determine that such transfer complies with the applicable provisions of ERISA, the Code, any plan, and this Section 8.4.

ARTICLE NINE: AMENDMENT AND TERMINATION

9.1 The Company or the Benefits Administration Committee may at any time or times with the consent of the Trustee amend this agreement in whole or in part by instrument in writing delivered to the Trustee and effective upon the date therein provided.

9.2 This agreement shall terminate by action of the Company or the Benefits Administration Committee. Upon termination, the Trustee shall distribute the Trust Fund in the manner directed by the Benefits Administration Committee, in cash or in kind or partly in each as the Trustee and the Benefits Administration Committee shall agree, except that the Trustee shall be entitled to prior receipt of such rulings and determinations from such administrative agencies as it may deem necessary or advisable to assure itself that the distribution directed is in accordance with law and will not subject the Trust Fund or the Trustee to liability, and, except, further, that the Trustee may reserve such reasonable amount (as approved by the Benefits Administration Committee, which approval shall not be unreasonably withheld or delayed) as it may deem necessary for outstanding and accrued charges against the Trust Fund.

9.3 This agreement shall terminate in its entirety when there is no asset included in the Trust Fund.

ARTICLE TEN: MISCELLANEOUS

10.1 Any action required to be taken by the Company or by a Subsidiary shall be by resolution of its board of directors or by the written direction of one or more of its president, any vice president or treasurer or assistant treasurer, or by the Compensation Committee of the Board of Directors, the Benefits Administration Committee, or any other committee of the Board of Directors designated to the Trustee by the Company, or by such other person or persons as shall be authorized by one or more of such officers or by resolution of its board of directors, which resolution shall be filed with the Trustee. The Trustee may take or omit to take any action in accordance with written direction purporting to be signed by such an officer or committee of the Company or Subsidiary or other authorized person, or in reliance upon a certified copy of a resolution of the board of directors which the Trustee believes to be genuine. The Trustee shall have no responsibility for any action taken by the Trustee in accordance with any such resolution or direction.

10.2 The Company shall certify to the Trustee in writing the names of the members of the Benefits Administration Committee (or, if appropriate, the Compensation Committee of the Board of Directors or any other committee of the Board of Directors designated to the Trustee as provided above) acting from time to time, and the Trustee shall not be charged with knowledge of a change in the membership of any such committee until so notified in writing by the Company. Any action required or permitted to be taken by the Benefits Administration Committee (or the Compensation Committee of the Board of Directors or any other committee of the Board of Directors designated to the Trustee as provided above) hereunder shall be by direction of (i) one or more of the members of the committee authorized to take such action hereunder, (ii) such committee's secretary or (iii) such other designee as shall be designated in writing by the appropriate committee to act for such committee. The Trustee may rely upon an instrument of designation received from the Benefits Administration Committee or any other committee described above appointing a designee to act for such committee which it believes has been signed by a majority of the members (or by the secretary or chairman) of the appropriate committee and filed with the Trustee. The Trustee shall have no responsibility for any action taken by it in accordance with any such direction it believes to have been given as provided above. Notwithstanding anything herein to the contrary, the Benefits Administration Committee may delegate any of its responsibilities hereunder to a representative by giving to the Trustee in writing a letter which identifies the representative and sets forth the list of its responsibilities under this agreement that it has authorized the representative to carry out.

10.3 Notwithstanding any other provision of this agreement, instructions, directions and other communications provided under this agreement may be given to the Trustee by letter, telex, SWIFT or other electronic or electro-mechanical means deemed acceptable by the Trustee, including the use of the Trustee's Northern Trust Passport® applications, subject to such additional terms and conditions as the Trustee may require.

10.4 In no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trustee any power or responsibility other than those set forth in this

agreement. The Trustee may assume until advised to the contrary that the Plan and the Trust Fund are qualified under Section 401(a) and exempt from taxation under Section 501(a) of the Code, or under corresponding provisions of subsequent federal tax laws. The Trustee shall hold and safekeep all cash (or other property acceptable to the Trustee) contributed to the Trust Fund with respect to the Plan. The Benefits Administration Committee shall have sole responsibility to collect and monitor contributions, to determine whether the contributions comply with the provisions of the Plan or of ERISA, to determine whether contributions are adequate to meet or discharge any liabilities under the Plan, and to direct the Trustee with respect to any legal claim of the Plan for delinquent contributions. The Trustee shall act solely as directed by the Benefits Administration Committee with respect to the collection of contributions to the Trust Fund.

10.5 In any judicial proceeding to settle the accounts of the Trustee, the Trustee, the Company and the Benefits Administration Committee shall be the only necessary parties; in any other judicial proceeding with respect to the Trustee or the Trust Fund, the Trustee, the Company and each affected Subsidiary shall be the only necessary parties; and no Participant or Beneficiary shall be entitled to any notice of process. A final judgment in any such proceeding shall be binding upon the parties to the proceeding and all Participants and Beneficiaries.

10.6 The Trustee shall receive such reasonable compensation for its services as the Trustee and the Company shall from time to time determine. In addition, the Trustee shall be reimbursed for any expenses (including accounting and legal fees) that the Trustee reasonably incurs in connection with the Trust Fund. Those items of expense and compensation shall be paid from the Trust Fund upon approval from the Benefits Administration Committee or its designees (which approval shall not be unreasonably withheld or delayed), unless otherwise agreed in writing by the Trustee and the Company. This paragraph shall survive the termination of this agreement.

10.7 Without limiting the rights of the Trustee as otherwise provided in this agreement, pursuant to direction by the Benefits Administration Committee, the Trustee shall pay from the Trust Fund expenses of the Plan or compensation to parties providing services to the Plan including but not by way of limitation, expenses or compensation related to actuarial, legal, accounting, office space, printing, computer, record-keeping, investment, performance evaluation or any other material or service provided to the Plan; and, further, pursuant to direction by the Benefits Administration Committee, the Trustee may reimburse the Company from the Trust Fund for expenses of the Plan to the extent permitted by the Plan and ERISA. It shall be the responsibility of the Benefits Administration Committee to determine that any such expenses for which the Company is reimbursed pursuant to this paragraph are expenses of the Plan permitted by the Plan and ERISA.

10.8 Except as otherwise provided by law, no member of the Benefits Administration Committee shall be liable hereunder except for his or its failure to exercise the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the context of and enterprise of like character and with like aims. Nothing contained herein shall preclude any member of the Benefits Administration Committee from any indemnification to which he, they or it may be entitled under the Company's By-Laws or otherwise. No Trustee shall be or become liable for any act or omission of a prior Trustee serving hereunder, it being the purpose and intent that each

Trustee shall be liable only for the Trustee's own acts or omissions during the Trustee's term of service as Trustee hereunder, except to the extent that liability is imposed under ERISA.

10.9 In the event that THE NORTHERN TRUST COMPANY incurs any liability, loss, claim, suit or expense (including attorneys fees) in connection with or arising out of its provision of services under this agreement, or its status as trustee hereunder, under circumstances where THE NORTHERN TRUST COMPANY cannot obtain or would be precluded by law from obtaining payment or reimbursement of such liability, loss, claim, suit or expense (including attorneys fees) from the Trust Fund, then the Company (which has the authority to do so under the laws of the state of its incorporation) shall indemnify and hold THE NORTHERN TRUST COMPANY harmless from and against such liability, loss, claim, suit or expense, except to the extent such liability, loss, claim, suit or expense arises directly from (i) the negligence, fraud or willful misconduct of the Trustee in the performance of its duties and responsibilities specifically allocated to it in this agreement, or (ii) a breach by the Trustee of responsibilities specifically allocated to it by the terms of this agreement, provided, however, that nothing in this Section 10.9 shall limit the Trustee's right to indemnification under Section 3.1(c) or Section 6.5(l). This paragraph shall survive the termination of this agreement.

10.10 Neither the Company, nor the Benefits Administration Committee shall direct the Trustee to cause any part of the Trust Fund to be diverted to any purpose other than the exclusive benefit of the Participants and Beneficiaries or, except as otherwise permitted under the Plan and under ERISA, to be remitted to the Company or a Subsidiary.

10.11 Except as otherwise directed by the Benefits Administration Committee, which direction shall be in compliance with all applicable provisions of the 1984 Retirement Equity Act, the relevant Plan and Section 401(a)(13) of the Code, any interest of a Participant or Beneficiary in the Trust Fund or the Plan or in any distribution therefrom shall not be subject to the claim of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

10.12 If for any reason the Trustee is unwilling or unable to act as to any property, such person or qualified corporation as the Trustee shall from time to time designate in writing shall act as special trustee as to that property. Any person or corporation acting as special trustee may resign at any time by written notice to the Trustee. Each special trustee shall have the powers granted to the Trustee by this agreement, to be exercised only with the approval of the Trustee, to which the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this agreement.

10.13 The Trustee shall not be responsible for any losses to the Trust Fund attributable to a delay in performance, or non-performance, of any obligation hereunder for as long as such delay is due to forces beyond its reasonable control, including but not limited to delays, errors or interruptions caused by the Company, the Benefits Administration Committee or third parties, any industrial, juridical, governmental, civil or military action, acts of terrorism, insurrection or revolution, nuclear fusion, fission or radiation, failure or fluctuation in electrical power, heat, light, air conditioning or telecommunications equipment, or acts of God, unless and to the extent any such losses to the Trust Fund are directly attributable to the Trustee's failure to (i) take such steps to mitigate such losses as would be required of a prudent professional acting under the

circumstances in the performance of its duties and responsibilities specifically allocated to under this agreement or (ii) maintain and update from time to time business continuation and disaster recovery procedures with respect to its trust and custody business that it reasonably determines from time to time meet commercially reasonable standards.

10.14 In case any provision of this agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this agreement, but shall be fully severable, and the agreement shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein. This agreement supersedes and replaces any prior agreements with respect to the subject matter hereof.

10.15 This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument.

10.16 Loans to Participants as provided for in the Plan shall be granted and administered by the Benefits Administration Committee. The Trustee shall distribute cash to such Participants who are granted loans in such amount and at such times as the Benefits Administration Committee shall from time to time direct in writing. Loan payments collected by the Benefits Administration Committee shall be forwarded to the Trustee. The amount of such loans shall be carried by the Trustee as an asset of the trust equal to the combined unpaid principal balance of all Participants. The Trustee shall rely conclusively upon the determination of the Benefits Administration Committee with respect to the amount of the combined unpaid principal balance of all Participants. The Trustee shall have no responsibility to ascertain whether a loan complies with the provisions of the Plan, for the decision to grant a loan or for the collection and repayment of a loan.

10.17 The Trustee may consult with legal counsel, who may also be outside counsel for the Company, with respect to its responsibilities under this agreement and Northern shall be fully protected in acting or refraining from acting in reliance upon the written advice of such legal counsel, except that the Trustee shall not be so protected to the extent it acts or refrains from acting in reliance upon the written advice of legal counsel with respect to a discretionary activity specifically allocated to the Trustee by this agreement.

ARTICLE ELEVEN: GOVERNING LAW

The provisions of ERISA and the internal laws of Illinois shall govern the validity, interpretation and enforcement of this agreement, and in case of conflict, the provisions of ERISA shall prevail.

IN WITNESS WHEREOF, the Company and the Trustee have executed this agreement by their respective duly authorized officers effective as of the day and year first above written.

KIMBERLY-CLARK CORPORATION

By: /s/ L. Robert Frazier
L. Robert Frazier

Its: Assistant Treasurer
Assistant Treasurer

(CORPORATE SEAL)

The undersigned, John W. Wesley, does hereby certify that he/she is the duly elected, qualified and acting Secretary of **Kimberly-Clark Corporation** (the "Company") and further certifies that the person whose signature appears above is a duly elected, qualified and acting officer of the Company with full power and authority to execute this Trust Agreement on behalf of the Company and to take such other actions and execute such other documents as may be necessary to effectuate this Agreement.

/s/ John W. Wesley
Secretary
Kimberly-Clark Corporation

THE NORTHERN TRUST COMPANY

By: /s/ Marty Mulcrone
Vice President

Its: _____

ATTEST:

/s/ Amy Pera

KIMBERLY-CLARK CORPORATION
401(k) AND PROFIT SHARING PLAN
Effective as of January 1, 2010

ARTICLE I

NAME, PURPOSE AND EFFECTIVE DATE OF PLAN

The Kimberly-Clark Corporation 401(k) and Profit Sharing Plan (the "Plan") is adopted January 1, 2010 by Kimberly-Clark Corporation. The Plan's purpose is to supplement in part the retirement income which eligible Employees may be entitled to receive under the Federal Social Security Act and promote the interests of the Corporation and its stockholders by encouraging Eligible Employees to arrange for personal investment programs which, depending upon the success of the Corporation, will be augmented by Company Match Safe Harbor Contributions and Profit Sharing Contributions. It provides each Eligible Employee with an opportunity to become a stockholder of the Corporation. The K-C Stock Fund portion of the Plan is intended to be an employee stock ownership plan, as defined in section 4975 of the Code, and is designed to invest primarily in qualifying employer securities, as defined in Code section 409(l). The Plan contains within it a cash or deferred arrangement under section 401(k) of the Code and a qualified Roth contribution program under section 402A of the Code. The Plan is intended to meet the requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended, and the Employee Retirement Income Security Act of 1974, as amended. The Plan is also intended to comply with the designed-based "safe harbor" requirements prescribed in section 401(k)(13) and section 401(m)(12) of the Code.

The Plan contains assets of Participants who were formerly Participants in the Kimberly-Clark Corporation Incentive Investment Plan and Kimberly-Clark Corporation Retirement Contribution Plan and whose Contributions from the Kimberly-Clark Corporation Incentive Investment Plan and Kimberly-Clark Corporation Retirement Contribution Plan were transferred into the Plan effective January 4, 2010.

This document is effective January 1, 2010.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

2.1 Definitions. When the following words and phrases appear in this Plan, they shall have the respective meanings set forth below unless the context clearly indicates otherwise:

- (a) 401(k): Code Section 401(k) which allows Participants to make a cash or deferred election through which Before-Tax Contributions are made to the Plan.
- (b) Accounts: The accounts under the Plan to be maintained for each Participant as provided in Section 6.2.
- (c) Actual Contribution Percentage: A percentage which, for a specified group of Eligible Employees for a Plan Year shall be the average of the ratios (calculated separately for each Eligible Employee in such group) of:
 - (i) the amount of After-Tax Contributions remitted to the Trustee on behalf of each Eligible Employee for such Plan Year to
 - (ii) the Eligible Employee's Total Compensation for such Plan Year.

The Committee may elect, to the extent permitted by Treasury Regulations, to take into account Company Match Safe Harbor Contributions in computing the Actual Contribution Percentage.

- (d) Affiliated Employer: An Employer and any corporation which is a member of a controlled group of corporations (as defined in Code section 414(b)) which includes an Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code section 414(c)) with an Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code section 414(m)) which includes an Employer; and any other entity required to be aggregated with an Employer pursuant to Code section 414(o).
- (e) After-Tax Contributions: Contributions made by Participants on an after-tax basis, which include:
 - (i) Contributions made by Participants under subsection 3.3(c) on an after-tax basis; or
 - (ii) Employee contributions, as defined in Code section 401(m) and the regulations thereunder, contributed prior to April 1, 1990 on account of which a Company Matching Contribution on behalf of a Participant who was employed prior to April 1, 1989; or
 - (iii) After-Tax Rollover Contributions: After-Tax contributions made by a Participant to an Eligible Retirement Plan which is accepted by the Plan

as a direct rollover under Section 402(c) of the Code and that satisfy the requirements of Section 401(a)(31) for treatment as a rollover.

- (iv) After-Tax Rollover Account: An Account consisting of After-Tax Rollover Contributions of the Participant
- (f) All Cash Distribution: As defined in subsection 7.3(c).
- (g) All Stock Distribution: As defined in subsection 7.3(a).
- (h) Beneficiary: The person or persons last designated on Timely Notice by a Participant, provided the named person survives the Participant. If no such person is validly designated as provided under subsection 7.5(a), or if the designated person predeceases the Participant, the Beneficiary shall be the Participant's spouse, if living, and if not, the Participant's estate. For purposes of Section 7.7, the Beneficiary shall be considered the designated beneficiary under section 401(a)(9) of the Code and section 1.401(a)(9)-1 Q&A-4 of the regulations. On January 1, 2010, the Beneficiary under the Plan will be the beneficiary designations in the former Kimberly-Clark Corporation Incentive Investment Plan unless the Participant only participated in the former Kimberly-Clark Corporation Retirement Contribution Plan which then the beneficiary designations under the former Kimberly-Clark Corporation Retirement Contribution Plan will apply.
- (i) Before-Tax Contributions: Contributions made by Participants under subsection 3.3(a) that are considered deferred within the meaning of Code section 401(k) and regulations thereunder. For individuals age 50 or over by the end of the Plan Year, Before-Tax Contributions also include catch-up contributions in accordance with Code section 414(v).
- (j) Board: The Board of Directors of the Corporation.
- (k) Business Day: Any day on which securities are traded on the New York Stock Exchange.
- (l) Code: The Internal Revenue Code of 1986, as amended from time to time.
- (m) Commissioner: The Commissioner of the Internal Revenue Service.
- (n) Committee: The committee appointed to administer and regulate the Plan as provided in Article IX.
- (o) Company Matching Contributions: Contributions consisting of non-safe harbor company matching contributions made with respect to Plan Years beginning on or before December 31, 2009 and transferred to the Plan from the Kimberly-Clark Corporation Incentive Investment Plan effective January 4, 2010 and the earnings (or losses) attributable to them.
- (p) Company Matching Account: An Account consisting of Company Matching Contributions of the Participant.

- (q) Company Match Safe Harbor Account: An Account consisting of Company Match Safe Harbor Contributions of the Participant.
- (r) Company Match Safe Harbor Contributions: Amounts contributed under the Plan by the Employer and allocated to Participant's Company Match Safe Harbor Account as provided in Article IV.
- (s) Compensation:
 - (A) Compensation includes amounts actually paid or made available to a Participant (regardless of whether he was such during the entire Plan Year);
 - (1) as wages, salaries, fees for professional service, and other amounts received for personal services actually rendered in the course of employment with the company including but not limited to commissions, compensation for services on the basis of a percentage of profits and bonuses;
 - (2) for purposes of (i) above, earned income from sources outside the United States (as defined in Code section 911(b)); whether or not excludable from gross income under Code section 911 or deductible under Code section 913;
 - (3) amounts described in Code sections 104(a)(3), 105(a) and 105(h) but only to the extent that these amounts are includable in the gross income of the Participant;
 - (4) amounts paid or reimbursed by the company for moving expenses incurred by the Participant, but only to the extent that these amounts are not deductible by the Participant under Code section 217;
 - (5) value of a nonqualified stock option granted to the Participant, but only to the extent that the value of the option is includable in the gross income of the Participant in the taxable year in which granted;
 - (6) the amount includable in the gross income of a Participant upon making the election described in Code section 83(b).
 - (B) excludes -
 - (1) contributions made by the company to a plan of deferred compensation to the extent that, before the application of the Code section 415 limitations to that plan, the contributions are not includable in the gross income of the Participant for the taxable year in which contributed and any distributions from a plan of deferred compensation, regardless of whether such amounts are includable in the gross income of the Participant when distributed; provided however, any amounts received by a Participant

pursuant to an unfunded nonqualified plan shall be considered as Compensation in the year such amounts are includable in the gross income of the Participant;

- (2) amounts realized from the exercise of a nonqualified stock option, or recognized when restricted stock (or property) held by a Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture pursuant to Code section 83 and the regulations thereunder;
- (3) amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option;
- (4) other amounts which receive special tax benefits such as premiums for group term life insurance (but only to the extent that the premiums are not includable in the gross income of the Participant); and
- (5) Compensation in excess of the limit set forth in Section 11.12.

In lieu of the above definition of "Compensation," the following alternative definitions of "Compensation" in (A) or (B) below may be applied with respect to a Plan Year, as determined by the Committee in its discretion:

- (A) Wages within the meaning of section 3401(a) of the Code and all other payments of compensation to an Employee by his Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under section 6041(d), 6051(a)(3), and 6052 of the Code, but excluding amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are deductible by the Employee under section 217 of the Code, and determined without regard to any rules under section 3401(a) of the Code that limit the remuneration included in wages based on the nature or location of the employment or the services performed.
- (B) Wages within the meaning of section 3401(a) of the Code (for purposes of income tax withholding at the source) of the Participant but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed.

"Compensation" hereunder includes amounts contributed or deferred by the Employer on behalf of the Employee under Code sections 125 or 401(k).

- (t) Contributions: Amounts deposited under the Plan by or on behalf of Participants including Before-Tax Contributions, After-Tax Contributions and Roth 401(k) Contributions as provided in Article III.

- (u) Core Investment Funds: The Investment Funds of the Plan other than the Self-Directed Brokerage Account.
- (v) Corporation: Kimberly-Clark Corporation (a Delaware corporation).
- (w) Corporation Stock: The common stock of the Corporation.
- (x) Current Market Value: The fair market value on any day as determined by the Trustee in accordance with generally accepted valuation principles applied on a consistent basis.
- (y) Day of Service: An Employee shall be credited with a Day of Service for each calendar day commencing with the date on which the Employee first performs an Hour of Service until the Employee's Severance from Service Date. If an Employee quits, is discharged, retires, or dies, and such Employee does not incur a One-Year Period of Severance, the Employee shall be credited with a Day of Service for each calendar day elapsed from the Employee's Severance from Service Date to the date on which the Employee again completes an Hour of Service.
- (z) Distribution Calendar Year: A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under subsection 7.7(b). The required minimum distributions for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.
- (aa) Eligible Earnings: An amount as determined by the Employer which is that portion of an Eligible Employee's Total Compensation from an Employer which consists of wages, overtime, shift differential, and certain bonuses, (Free Pay, MAAP, Merit Lump Sum, Mill Incentive, Vacancy Pay, Fire Brigade) while a Participant. Eligible Earnings shall be determined before Before-Tax Contributions pursuant to Code sections 125 or 132(f)(4) are deducted. Notwithstanding the foregoing, the amount of any Eligible Employee's compensation which is taken into account for purposes of determining such Eligible Employee's Eligible Earnings under the Plan shall not exceed the limit set forth in Section 11.12.

Notwithstanding any provision of the Plan to the contrary, Eligible Earnings shall include any military differential paid to the Participant by the Employer with respect to any period of active military service in the uniformed services in the United States of more than 30 days in accordance with Section 3401(h) and Section 414(u)(12) of the Code.

(bb) Eligible Employee: Any person who is in the employ of an Employer during such periods as he meets all of the following conditions:

- (i) he is an Employee on the regular payroll of an Employer; and
- (ii) he is in a Participating Unit.

For purposes of this subsection, "on the regular payroll of an Employer" shall mean paid through the payroll department of such Employer, and shall exclude employees classified or reclassified by an Employer as intermittent or temporary employees, and persons classified by an Employer as independent contractors, regardless of how such Employees may be classified or reclassified by any federal, state, or local, domestic or foreign, governmental agency or instrumentality thereof, or court.

A leased employee shall not be considered an Eligible Employee under the Plan. For purposes of the preceding sentence, the term "leased employee" means any person (other than an employee of recipient) who pursuant to an agreement between the recipient and any other person (a "leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code section 414(n)) on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction and control of the recipient. In addition, a person who formerly was an Eligible Employee shall be treated as an Eligible Employee for all purposes hereunder during such periods as he meets all of the following conditions:

- (i) he is an Employee on the regular payroll of an Employer, and
- (ii) he is on temporary assignment to provide services for a corporation, hereinafter referred to as the "Affiliate," which is a member of a controlled group of corporations, within the meaning of Code section 414(b) as modified by Code section 415(h), of which the Corporation is a member, and which is not an Employer hereunder.

(cc) Eligible Retirement Plan: A qualified plan under Code section 401(a), including a 401(k) plan, defined benefit pension plan, profit sharing or thrift plan, SIMPLE 401(k) plan, stock bonus plan and employee stock ownership plan, an individual retirement account under Code section 408(a), an individual retirement annuity under Code section 408(b), a tax-sheltered annuity under Code section 403(b), an annuity plan under section 403(a) of the Code, and an eligible deferred compensation plan under section 457(b) of the Code which is maintained by an employer described in Code section 457(e)(1)(A) and which agrees to separately account for amounts transferred into such plan from this plan.

(dd) Employee: A person employed by an Employer.

(ee) Employee Accounts: Those Accounts which reflect that portion of a Participant's interest in the Investment Funds which are attributable to his Contributions, including his Rollover Account, After-Tax Rollover Account, and Roth Rollover Account.

- (ff) Employer: The Corporation and each Subsidiary which the Committee shall from time to time designate as an Employer for purposes of the Plan pursuant to Article X hereof and which shall adopt the Plan and the Trust. A list of Employers is set forth in Appendix A.
- (gg) Employer Accounts: Those Accounts which reflect the portion of a Participant's interest in the Investment Funds which are attributable to Company Matching Contributions, Company Match Safe Harbor Contributions, Retirement Contributions and Profit Sharing Contributions.
- (hh) Equity Company: Any corporation, which is not the Corporation or a Subsidiary, 33-1/3% or more of the voting shares of which are owned directly or indirectly by the Corporation.
- (ii) ERISA: The Employee Retirement Income Security Act of 1974, as amended from time to time.
- (jj) Highly Compensated Eligible Employee: An Eligible Employee who is described in Code section 414(q) and applicable regulations thereunder. An Employee who is described in Code section 414(q) and applicable regulations thereunder generally means an Employee who performed services for the Employer or an Affiliated Employer during the "Determination Year" and is in one or more of the following groups:
- (i) Employees who at any time during the "Determination Year" or "Look-Back Year" were "Five Percent Owners" of the Employer or an Affiliated Employer. "Five Percent Owner" means any person who owns (or is considered owning within the meaning of Code section 318) more than five percent of the outstanding stock of the Employer or stock possessing more than five percent of the total combined voting power of all stock of the Employer or, in the case of an unincorporated business, any person who owns more than five percent of the capital or profits interest in the Employer. In determining percentage ownership hereunder, employers that would otherwise be aggregated under Code sections 414(b), (c), (m) and (o) shall be treated as separate employers; or
- (ii) Employees who received "Compensation" during the "Look-Back Year" from the Employer or an Affiliated Employer in excess of \$110,000, adjusted for changes in the cost of living as provided in Code section 415(d) and, if the Employer elects, were in the "Top Paid Group" of Employees for the Plan Year. "Top Paid Group" means the top 20 percent of Employees, excluding those Employees described in Code section 414(q)(8) and applicable regulations, who performed services during the applicable Year, ranked according to the amount of "Compensation" received from the Employer during such Year.

The "Determination Year" shall be the Plan Year for which testing is being performed, and the "Look-Back Year" shall be the immediately preceding 12 month period.

An Employer may make a uniform election with respect to all plans of the Employer to apply a calendar year calculation, as permitted by regulations under Code section 414(q).

For purposes of this subsection, "Compensation" shall mean Compensation including elective salary reduction contributions made under this Plan or any other cash or deferred arrangement, or pursuant to Code sections 125 or 132(f)(4).

- (kk) Hours of Service: Each hour for which an Employee is directly or indirectly paid, or entitled to payment, by an Employer for the performance of duties and for reasons other than the performance of duties during the applicable computation period. An Hour of Service shall also include each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by an Employer. Hours of Service shall be credited to the Employee for the computation period or periods in which the duties are performed or for the period to which the award or agreement pertains, whichever is applicable. Credit for Hours of Service shall be given for periods of absence spent in military service to the extent required by law. Credit for Hours of Service may also be given for such other periods of absence of whatever kind or nature as shall be determined under uniform rules of the Committee. Employment with a company which was not, at the time of such employment, an Employer shall be considered as the performance of duties for an Employer if such employment was continuous until such company was acquired by, merged with, or consolidated with an Employer and such employment continued with an Employer following such acquisition, merger or consolidation. Employment with a Subsidiary that is not an Employer or with an Equity Company shall be considered as performance of duties for an Employer.

Hours of Service shall be calculated and credited in a manner consistent with U.S. Department of Labor Regulation 2530.200b-2(b) and (c), and shall in no event exclude any hours required to be credited under U.S. Department of Labor Regulation 2530.200b-2(a).

For any period or periods for which adequate records are not available to accurately determine the Employee's Hours of Service, the following equivalency shall be used:

190 Hours of Service for each month for which such Employee would otherwise receive credit for at least one Hour of Service.

Solely for purposes of determining whether an Employee has incurred a one-year break-in-service, an Employee who is absent from work:

- (i) by reason of the pregnancy of the Employee;
- (ii) by reason of the birth of a child of the Employee;
- (iii) by reason of a placement of a child with the Employee in connection with the adoption of such child by the Employee; or

- (iv) for purpose of caring for such child for a period beginning immediately following such birth or placement, shall be credited with certain Hours of Service which would otherwise have been credited to the Employee if not for such absence. The Hours of Service credited hereunder by reason of such absence shall be credited with respect to the Plan Year in which such absence begins, if such credit is necessary to prevent the Employee from incurring a one-year break-in-service in such Plan Year, and otherwise with respect to the Plan Year immediately following the Plan Year in which such absence begins. In addition, the Hours of Service credited with respect to such absence shall not exceed 501, and shall be credited only to the extent that the Employee substantiates to the satisfaction of the Committee that the Employee's absence, and the length thereof, was for the reasons described in paragraphs (i)-(iv) above. Notwithstanding the foregoing, no Hours of Service shall be credited pursuant to the three immediately preceding sentences with respect to any absence which commenced before April 1, 1985.
- (II) International Index Fund: An Investment Fund consisting primarily of stocks of established companies based in Europe, Asia and the Far East, with the objective to match the performance of the Morgan Stanley Capital International EAFE Index, or such other similar index as may be selected by the Named Fiduciary.
- (mm) Investment Fund: The Self-Directed Brokerage Account and/or an unsegregated fund of the Plan including the K-C Stock Fund, Target Date Funds, and such other funds as the Named Fiduciary may establish. The Named Fiduciary may, from time to time, in its discretion, establish additional funds or terminate any fund. An Investment Fund may be, but shall not be limited to, a fund managed by the Trustee, by an insurance company, or by an investment company regulated under the Investment Company Act of 1940. An Investment Fund, pending investment in accordance with the fund purpose, may be invested in short-term securities of the United States of America or in other investments of a short-term nature.

An Investment Fund, in whole or in part, be invested in any common, collective, or commingled trust fund maintained by the Trustee or another financial institution, which is invested principally in property of the kind specified for that particular Investment Fund or for the temporary investment of assets, and which is maintained for the investment of the assets of plans and trusts which are qualified under the provisions of Section 401(a) of the Code and exempt from federal taxation under the provisions of Section 501(a) of the Code, and during such period of time as an investment through any such medium exists the declaration of trust of such trust shall constitute a part of the applicable Trust Agreement.

All interest, dividends, and other income, as well as cash received from the sale or exchange of securities or other property, produced by each of the Investment Funds or any losses incurred by each of the Investment Funds, shall be reinvested in or deducted from the same Investment Fund which produced such proceeds, interest, dividends, other income or losses.

- (nn) K-C Stock Fund: An Investment Fund consisting of Corporation Stock, with a portion invested in money market securities to provide liquidity for Participant transactions.
- (oo) Life Expectancy: Life Expectancy as computed by the use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.
- (pp) Lump Sum Distribution: A single distribution of the entire amount of a Participant's Accounts.
- (qq) Money Market Fund: An Investment Fund consisting of short-term debt securities issued or fully guaranteed as to the payment of principal and interest by the U.S. government or any agency or instrumentality thereof.
- (rr) Month of Service: A calendar month any part of which an Employee completes an Hour of Service. Except, however, an Employee shall be credited with a Month of Service for each month during the 12-month computation period in which he has not incurred a One-Year Period of Severance. An Employee shall be credited with a Month of Service for each calendar month of absence during the 12-month computation period following the date on which the Employee does not complete an Hour of Service for any reason other than the Employee quits, is discharged, retires or dies.
- (ss) Named Fiduciary: The Committee, as defined in Article IX of the Plan, (the members of which are designated by the Chief Human Resources Officer of the Corporation) shall be the Named Fiduciary of the Plan as defined in ERISA section 402(a).
- (tt) One-Year Period of Severance: The applicable computation period of 12 consecutive months during which an Employee fails to accrue a Day of Service. Years of Service and One-Year Periods of Severance shall be measured on the same computation period. An Employee shall not be deemed to have incurred a One-Year Period of Severance if he completes an Hour of Service within 12 months following his Severance from Service Date.
- (uu) Online Advice: The Plan may provide to Participants investment education and advice on investing of Accounts. A Participant may utilize Online Advice by receiving specific fund recommendations along with regular progress reports.
- (vv) Partial Distribution: A distribution of a portion of a Participant's Accounts.
- (ww) Participant: An Eligible Employee who participates under Section 3.1 by validly electing to participate or has a deemed election and/or an Eligible Employee who is eligible to receive a Profit Sharing Contribution pursuant to Article IV. He remains a Participant until all of his Accounts have been distributed pursuant to the Plan.
- (xx) Participating Unit: A specific classification of Employees of an Employer designated from time to time by the Committee pursuant to Article X hereof as

participating in this Plan. The classifications so designated are shown in Appendix A.

- (yy) Plan: The Kimberly-Clark Corporation 401(k) and Profit Sharing Plan.
- (zz) Plan Year: A twelve calendar month period beginning January 1 and ending the following December 31.
- (aaa) Professional Management: For a Participant's Plan Investment Funds, professional asset management within Participant's Accounts. The Plan shall provide one or more investment advisor programs, pursuant to which Participants may, in their sole discretion, obtain, on a discretionary or nondiscretionary basis, individual investment advice for a fee which such fees to be paid by the Participant to use the program. A Participant's fee for an investment advisor program may be paid from the Participant's Account. Section 16 Officers, Participant's with an Account of \$5.00 or less, and Participant's with an unknown address or a non-U.S. address are excluded from Professional Management but may access Online Advice. The Corporation's officers as defined in Rule 16a-1 promulgated under Section 16 of the Securities and Exchange Act of 1934, as amended.
- (bbb) Profit Sharing Account: The account under the Plan to be maintained for each Participant as provided in Section 4.7.
- (ccc) Profit Sharing Contributions: Employer contributions made pursuant to Article IV of the Plan to a Participant's Profit Sharing Account.
- (ddd) Required Beginning Date: The date specified in subsection 7.7(a)(ii) of the Plan.
- (eee) Retirement Contribution Account: An Account consisting of Retirement Contributions of the Participant.
- (fff) Retirement Contributions: Contributions transferred into the Plan from the Kimberly-Clark Corporation Retirement Contribution Plan effective January 4, 2010 and the earnings (or losses) attributable to them and the final contribution into the Plan from the Kimberly-Clark Corporation Retirement Contribution Plan made in January 2010 for the December 2009 earnings.
- (ggg) Rollover Account: An Account consisting of Rollover Contributions of the Participant.
- (hhh) Rollover Contributions: Pre-tax contributions or employer matching contributions made by a Participant to an Eligible Retirement Plan, which is accepted by the Plan as a rollover under section 402(c) of the Code and that satisfy the requirements of section 401(a)(31) for treatment as a rollover.
- (iii) Roth 401(k) Account: An Account consisting of Roth 401(k) Contributions of the Participant.

- (jii) Roth 401(k) Contributions: Contributions made by Participants on an after-tax basis under subsection 3.3(b), specifically designated irrevocably as Roth 401(k) Contributions and are being made in lieu of all or a portion of the Before-Tax Contributions a Participant is otherwise eligible to make under the Plan. For individuals age 50 or over by the end of the Plan Year, Roth 401(k) Contributions also includes Catch-Up Contributions in accordance with Code Section 414(v). Roth 401(k) Contributions shall be maintained by the Plan in a separate account and maintained in accordance with Section 402A of the Code and any guidance issued thereunder.
- (kkk) Roth 401(k) Rollover Contributions: After-tax roth 401(k) contributions or employer matching contributions made by a Participant to an Eligible Retirement Plan, which is accepted by the Plan as a rollover under Section 402(c) of the Code and that satisfy the requirements of Section 401(a)(31) for treatment as a rollover. Rollover roth contributions from Roth IRA accounts shall not be allowed.
- (lll) Roth Rollover Account: An Account consisting of Roth 401(k) Rollover Contributions of the Participant.
- (mmm) Self-Directed Brokerage Account: An Investment Fund in which Participants may direct their investments in certain mutual funds or individual securities through a brokerage account pursuant to such limitations and procedures as may be approved by the Committee as it deems appropriate.
- (nnn) Service: Regular employment with the Corporation, a Subsidiary or an Equity Company. Service shall also include any service credited under the prior Kimberly-Clark Corporation Incentive Investment Plan and Kimberly-Clark Corporation Retirement Contribution Plan.
- (ooo) Severance from Service Date: The earlier of:
- (i) the date an Employee quits, is discharged, retires or dies, or
 - (ii) the first anniversary of the date an Employee is absent from Service for any reason other than a quit, discharge, retirement, or death (e.g., disability, leave of absence, or layoff, etc.)
- (ppp) Stable Income Fund: An Investment Fund consisting primarily of investment contracts issued by insurance companies or banks and in money market securities.
- (qqq) Stock and Cash Distribution: As defined in subsection 7.3(b).
- (rrr) Subsidiary: Any corporation, 80% or more of the voting shares of which are owned directly or indirectly by the Corporation, which is incorporated under the laws of one of the States of the United States.
- (sss) Target Date Funds: An Investment Fund consisting of various target retirement date funds managed by an investment manager, each of which target a different target retirement/maturity date and are designed to provide varying degrees of long-term appreciation and capital preservation through a mix of equity and fixed

income expenses based on the target retirement/maturity date or such other similar target funds as may be selected by the Named Fiduciary.

(ttt) Terminated Participant: A Participant who has terminated his employment with an Employer.

(uuu) Timely Notice: A notice provided in writing on a designated form, or by electronic medium, or through a voice response system, prescribed by the Committee and submitted at such places and at such times as shall be established by Committee rules.

(vvv) Total Compensation: An Eligible Employee's total compensation as that term is defined in Code section 414(s) and Treasury Regulation 1.415-2(d)(11)(i) plus, amounts contributed or deferred under Code sections 125, 132(f)(4) or 401(k). Total Compensation of any Eligible Employee shall not exceed the limit set forth in Section 11.12.

Notwithstanding any provision of the Plan to the contrary, Total Compensation shall include any military differential pay paid to a Participant by the Employer with respect to any period of active military service in the uniformed services in the United States of more than 30 days in accordance with Section 3401(h) and Section 414(u)(12) of the Code.

(www) Trust: The Kimberly-Clark Corporation 401(k) and Profit Sharing Plan Trust pursuant to the trust agreement provided for in Article V.

(xxx) Trustee: The trustee under the Trust.

(yyy) Valuation Date: Each Business Day for which the Current Market Value of a Participant's Accounts is determined for purposes of this Plan.

(zzz) Year of Service: An Employee shall accrue a Year of Service for each 365 Days of Service.

2.2 Construction. Where appearing in the Plan, the masculine shall include the feminine and the plural shall include the singular, unless the context clearly indicates otherwise. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular section or subsection.

ARTICLE III

PARTICIPATION, EMPLOYEE CONTRIBUTIONS, AND ALLOCATIONS

3.1 Participation.

- (a) Each Eligible Employee who commences employment with a Participating Unit in Appendix A, or returns to work with a Participating Unit, shall become a Participant in the Plan on his employment or reemployment date, as applicable.
- (b) An Eligible Employee's may commence Employee Contributions and qualify for Company Match Safe Harbor Contributions by making an election to participate in the Plan. Such election shall remain in effect as a valid election to participate for each successive Plan Year.
- (c) Unless otherwise affirmatively elected, an Eligible Employee shall be deemed to have authorized a reduction in such Eligible Employee's Eligible Earnings equal to six percent of his or her wages for the Plan Year, effective for the first payroll period on or after 30 days when such individual becomes an Eligible Employee. Before the date an Eligible Employee becomes a Participant, the Eligible Employee shall be given notice of such deemed authorization and a reasonable opportunity to change the percentage of his or her wages (including to zero percent) to be contributed to Before-Tax Contributions.
- (d) Notwithstanding the foregoing, Participants with amounts transferred to the Plan from the Kimberly-Clark Corporation Incentive Investment Plan and/or the Kimberly-Clark Corporation Retirement Contribution Plan shall be Participants in the Plan on January 1, 2010.

3.2 Transfer To and From Participating Units

- (a) An Eligible Employee who transfers out of a Participating Unit shall cease to be a Participant in the Plan as of the date on which he transfers out of such Participating Unit.
- (b) An Eligible Employee who transfers into a Participating Unit shall become a Participant in the Plan as of the date on which he transfers into such Participating Unit.

3.3 Amount of Contributions by and on behalf of Participants.

- (a) Before-Tax Contributions. During each Plan Year, Before-Tax Contributions shall be made on behalf of a Participant by his Employer for deposit to his Account as follows:
 - (i) Subject to the provisions of Section 3.6, a Participant may elect on Timely Notice to make Before-Tax Contributions to his Account in any whole

percentage equal to an amount which is not less than 1% of his Eligible Earnings and not more than 50% of his Eligible Earnings. A Participant may also elect to contribute a flat dollar amount of at least \$1.00. A whole percentage and a flat dollar amount may not be contributed at the same time. The flat dollar amount may not exceed the whole percentage limits in this section.

Notwithstanding the foregoing, Before-Tax Contributions also include Contributions made to the Plan for the benefit of a Participant pursuant to a deemed election to reduce the compensation otherwise currently payable to such Participant as described in Section 3.1(c) above.

- (ii) Before-Tax Contributions shall be deducted from a Participant's Total Compensation. An election or deemed election under this subsection shall remain in effect for so long as a Participant is eligible to make Before-Tax Contributions or, if earlier, until changed by a Participant. A Participant may change his election on Timely Notice effective as of the Participant's first payroll check on or after first day of the next payroll period following the date of the election, or as soon as administratively possible thereafter.

A Participant may make an election to have Before-Tax Contributions to his Account in accordance with this Section 3.3 up to the contribution limit allowed by Code section 402(g) and then have the contributions automatically switch to After-Tax Contributions until the maximum contribution rate elected by the Participant is reached. The Plan will automatically switch to making Before-Tax Contributions on behalf of the Participant as of the beginning of the next Plan Year in such amount as elected by the Participant. This election is not available when the Participant is contributing Roth 401(k) Contributions to his Account.

(b) Roth 401(k) Contributions.

- (i) A Participant may elect on Timely Notice to make Roth 401(k) Contributions to his Account in any whole percentage equal to an amount which is not less than 1% of his Eligible Earnings and not more than 50% of his Eligible Earnings. A Participant may also elect to contribute a flat dollar amount of at least \$1.00. A whole percentage and a flat dollar amount may not be contributed at the same time. The flat dollar amount may not exceed the whole percentage limits in this section.
- (ii) An election to make Roth 401(k) Contributions by regular payroll deduction shall remain in effect for so long as a Participant is eligible to make Roth 401(k) Contributions or, if earlier, until changed by a Participant. A Participant may change such election on Timely Notice effective as of the Participant's first payroll check on or after the first day of the next payroll period following the date of the election, or as soon as administratively possible thereafter.
- (iii) All Roth 401(k) Contributions equal to the difference between 4% of a

Participant's Eligible Earnings and the Participant's Before-Tax Contributions and the Participant's After-Tax Contributions, but not less than zero (0), shall be taken into account in determining the Company Match Safe Harbor Contributions made on behalf of the Participant.

(c) After-Tax Contributions.

- (i) A Participant may elect on Timely Notice to make After-Tax Contributions to his Account in any whole percentage equal to an amount which is not less than 1% of his Eligible Earnings and not more than 50% of his Eligible Earnings. A Participant may also elect to contribute a flat dollar amount of at least \$1.00. A whole percentage and a flat dollar amount may not be contributed at the same time. The flat dollar amount may not exceed the whole percentage limits in this section.
- (ii) An election to make After-Tax Contributions by regular payroll deduction shall remain in effect for so long as a Participant is eligible to make After-Tax Contributions or, if earlier, until changed by a Participant. A Participant may change such election on Timely Notice effective as of the Participant's first payroll check on or after the first day of the next payroll period following the date of the election, or as soon as administratively possible thereafter.
- (iii) All After-Tax Contributions equal to the difference between 4% of a Participant's Eligible Earnings and the Participant's Before-Tax Contributions and Roth 401(k) Contributions, but not less than zero (0), shall be taken into account in determining the Company Match Safe Harbor Contributions made on behalf of the Participant.

(d) Rollover Contributions, Roth 401(k) Rollover Contributions, and After-Tax Rollover Contributions. A Participant may contribute, and the Plan may accept, Rollover Contributions, Roth 401(k) Rollover Contributions, and After-Tax Rollover Contributions made by a direct transfer from an Eligible Retirement Plan; provided that the Participant represents to the Plan that such funds are eligible for rollover. Notwithstanding the foregoing, if the Plan Administrator learns that such funds are not eligible to be rolled over, the funds shall be returned to such Participant as soon as administratively feasible. Upon such transfer to the Plan, a Participant must make an election to allocate his Rollover Contributions, After-Tax Rollover Contributions and Roth 401(k) Rollover Contributions to one or more of the Investment Funds, pursuant to Section 3.5 herein; if no Participant election is made or the elected allocation to one or more of the Investment Funds does not equal 100%, the Rollover Contributions, After-Tax Rollover Contributions, and Roth Rollover Contributions shall be allocated to the Target Date Funds and then defaulted into Professional Management as soon as administratively possible thereafter.

(e) An election by a Participant to make contributions to a Participant's Account may include an election for the Plan to automatically increase each June 1 of the calendar year following the deemed election in the amount of Before-Tax Contributions, After-Tax Contributions, or Roth 401(k) Contributions made to the

Plan in increments between one percent to fifty percent up to a target amount selected by the Participant not to exceed the maximum percentage allowed by the Plan. Such election must be made on or before April 30 immediately preceding the June 1 date for which the initial increase applies. If such election is made after April 30, the increase shall apply June 1 the following Plan Year.

Any deemed election under Section 3.1(c) shall include an authorization for the Plan to automatically increase each June 1 of the calendar year following a deemed election in the amount of Before-Tax Contributions made to the Plan in increments of 1% of his Eligible Earnings up to a target amount of 50% of his Eligible Earnings. The Eligible Employee shall be given notice of such deemed authorization and a reasonable opportunity to change the automatic increase of his or her Before-Tax Contributions (including to zero percent of his Eligible Earnings).

- (f) A Participant who is eligible to make Before-Tax Contributions and Roth 401(k) Contributions under this Plan and who has attained age 50 before the close of the Plan Year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions.

3.4 General Limitation.

- (a) Notwithstanding any other provision of this Article III, no Contribution shall be made to the Plan which would cause the Plan to fail to meet the requirements for exemption from tax or to violate any provisions of the Code.
- (b) Notwithstanding any other provision of this Article III, the Contributions made by and on behalf of a Participant shall not exceed 50% of his Eligible Earnings.

3.5 Investment of Contributions by and on behalf of Participants.

Before-Tax Contributions, Roth 401(k) Contributions and After-Tax Contributions. On Timely Notice, a Participant shall elect to allocate in whole multiples of 1% all of the Before-Tax Contributions, Roth 401(k) Contributions and After-Tax Contributions to be made on his behalf during a Plan Year to one or more of the Core Investment Funds.

Before-Tax Contributions for a deemed election pursuant to Section 3.1(c), shall be allocated to the Target Date Funds and then defaulted into Professional Management, as soon as administratively possible thereafter.

An election under this subsection shall remain in effect until changed by a Participant. A Participant may change his election and such election shall be effective as of the date of the Participant's next Contribution following Timely Notice of the change, or as soon as administratively possible thereafter. On January 1, 2010, a Participant in the Plan shall

have the elections in effect under the former Kimberly-Clark Corporation Incentive Investment Plan, unless the Participant only participated in the former Kimberly-Clark Corporation Retirement Contribution Plan, which then the election(s) under the former Kimberly-Clark Corporation Retirement Contribution Plan shall apply.

A Participant may not allocate Rollover Contributions, Roth 401(k) Rollover Contributions, After-Tax Rollover Contributions or Contributions to the Self-Directed Brokerage Account, except as a reallocation under Section 3.9.

Participants hired or reemployed on or after January 1, 2010 shall default into Target Date Funds and as soon as administratively possible thereafter into Professional Management. All other eligible Participants effective March 31, 2010 shall default into Professional Management. Participants defaulting into Professional Management are thereby delegating the authority to the service provider to make investment decisions with respect to Investment Funds in Participant Accounts and authorizing the deduction of a reasonable fee therefrom for the service. Participants shall remain enrolled in Professional Management until the Participant elects to opt out and following the Timely Notice of the change, the election to opt out shall be effective as soon as administratively possible thereafter. Participants who opt out of Professional Management may remain in Online Advice, if so elected.

3.6 Limitation on Before-Tax Contributions and Roth 401(k) Contributions.

Overall Limitation.

- (a) Notwithstanding any provision of the Plan to the contrary, Before-Tax Contributions and Roth 401(k) Contributions made on behalf of a Participant by his Employer for deposit to his Account shall not exceed the dollar limitation contained in Code section 402(g) in effect in any taxable year of the Participant, except to the extent permitted under subsection 3.3(a)(ii) of the Plan and Code section 414(v), if applicable.
- (b) If a Participant exceeds the dollar limitation in subsection 3.6(a), the percentage of his Before-Tax Contributions and Roth 401(k) Contributions shall be reduced in order to meet the limitations of subsection 3.6(a).

3.7 Suspension of All Contributions. On Timely Notice and notwithstanding the provisions of Section 3.3, a Participant may elect to suspend all of his Contributions, effective as of the Participant's first payroll check on or after the first day of the next payroll period following the date of the election, or as soon as administratively possible thereafter. On Timely Notice a Participant may elect to resume Contributions as of the Participant's first payroll check on or after the first day of the next payroll period following the date of the election, or as soon as administratively possible thereafter.

A Participant's Contributions shall be suspended commencing with and continuing throughout any period during which he fails to qualify as an Eligible Employee. On Timely Notice upon requalifying as an Eligible Employee a Participant may elect to make Contributions to his Accounts and such election shall be effective as soon as administratively possible.

3.8 Payment of Contributions to Trustee. The Employers shall contribute or remit to the Trustee within the time period required under ERISA and the requirements thereunder the amounts deducted or withheld from the Participants' Eligible Earnings as Contributions under the Plan.

3.9 Reallocation of Participant's Accounts.

- (a) A Participant may, as of any Business Day, elect to (i) reallocate all or any whole percentage portion, or (ii) effect a fund transfer of all or any whole percentage portion or dollar amount, of any of his Employee Accounts or Employer Accounts among the Investment Funds; provided, however, that
 - (i) amounts in a Participant's Employee Accounts or Employer Accounts in the Stable Income Fund (A) may be reallocated or transferred to one or more of any of the Investment Funds except for the Money Market Fund and the Self-Directed Brokerage Account; and (B) once reallocated or transferred, cannot be transferred to the Money Market Fund or the Self-Directed Brokerage Account for a period of not less than 90 days;
 - (ii) amounts in a Participant's Employee Accounts or Employer Accounts reallocated or transferred to the International Index Fund from another Investment Fund cannot subsequently be transferred to another Investment Fund for a period of not less than 30 days; and
 - (iii) the minimum amount which may be reallocated or transferred to the Self-Directed Brokerage Account is \$1,000 per transaction; provided, however, that a Participant must retain \$500 as of the date of the reallocation or transfer in any combination of the Core Investment Funds.
- (b) A Participant's election to reallocate or effect a fund transfer shall be effective as soon as administratively possible following Timely Notice, and the amount of such reallocation shall be determined by the value of the Participant's interest in any Investment Fund on the Valuation Date on which such reallocation takes effect, subject to any restrictions prescribed by the Committee.
- (c) A Participant may, as of any Business Day, elect automatic rebalancing of his Plan Accounts every 90 days among the Investment Funds. Automatic rebalancing is not available to a Participant enrolled in Professional Management. Automatic rebalancing is not available for the Self-Directed Brokerage Account. A Participant may opt out of his automatic rebalancing election on Timely Notice effective as soon as administratively possible.

3.10 Redeposits and Restored Amounts.

- (a) Notwithstanding any provision in this Plan to the contrary, on Timely Notice, an Employee who has forfeited all or a portion of his Employer Accounts may redeposit the distribution or withdrawal which caused the forfeiture before the earlier of (i) the date on which the Employee has been reemployed for five years or (ii) the date on which the Employee incurs five consecutive One-Year Periods of Severance following the year of the distribution or withdrawal. Upon such

redeposit, the amount of the forfeiture associated with the redeposit shall be restored to the Employer Account and allocated based on Employee's contribution investment elections. Redeposits shall be allocated to the Plan funds in the same manner as Before-Tax Contributions, Roth 401(k) Contributions and After-Tax Contributions made on behalf of the Participant. The amount redeposited shall be equal to the amount distributed or withdrawn from the Before-Tax Contributions, Roth 401(k) Contributions or After-Tax Contributions section of his Employee Accounts which caused the forfeiture.

- (b) No redeposit of such a withdrawal or distribution shall be permitted if, coincident with or subsequent to the forfeiture associated with that withdrawal or distribution, an Employee incurs 5 consecutive One-Year Periods of Severance.
 - (c) A Participant who is entitled to no portion of his Employer Accounts upon termination of employment shall be deemed to have received a distribution of zero dollars (\$0) from such accounts.
 - (d) Any forfeiture from the Company Match Safe Harbor Contributions or Profit Sharing Contributions section of his Employer Accounts shall be restored in accordance with the provisions of this Section 3.10 if the Terminated Participant returns to his employment with an Employer prior to incurring five consecutive One-Year Periods of Severance and the Terminated Participant has either (i) not received a distribution or withdrawal from the Before-Tax Contributions, Roth 401(k) Contributions, or After-Tax Contribution section of his Employee Accounts, or (ii) has redeposited such distribution or withdrawal as provided in subsection (a) above.
- 3.11 Source of and Interest in Before-Tax Contributions. Anything in this Plan to the contrary notwithstanding, Before-Tax Contributions shall be made by the Employers out of current or accumulated earnings and profits, and the Employers shall have no beneficial interest of any nature whatsoever in any such Contributions after the same have been received by the Trustee.
- 3.12 Contributions During Qualified Military Leave. Notwithstanding any provision of this Plan to the contrary, Contributions, Company Match Safe Harbor Contributions, and Profit Sharing Contributions may be made for periods of qualified military service in accordance with Code section 414(u).

ARTICLE IV

EMPLOYER CONTRIBUTIONS

- 4.1 Contribution Percentage. Subject to Section 4.3, Company Match Safe Harbor Contributions for each Plan Year shall be 100% of a Participant's Before-Tax Contributions, Roth 401(k) Contributions or After-Tax Contributions on the first 4% of such Participant's Eligible Earnings per pay period.

Additionally, subject to the limitations stated above, for each Participant whose total Company Match Safe Harbor Contribution for the Plan Year was limited to less than 4% of Eligible Earnings for the entire Plan Year by virtue of the Code section 401(a)(17) or 402(g) limits being reached before Plan Year end, the Employer shall contribute for each such Participant an additional "true up" Company Match Safe Harbor Contribution as soon as administratively possible following the end of each Plan Year (to be allocated to such Participant's Account as of the last day of such prior Plan Year) equal to the difference between (i) the lesser of (x) 100% of such Participant's combined Contributions for the Plan Year (up to 4% of such Participant's Eligible Earnings), and (y) 4% of such Participant's Eligible Earnings for the Plan Year, and (ii) the amount of Company Match Safe Harbor Contributions previously allocated to such Participant's Account for such Plan Year. "True up" Company Match Safe Harbor Contributions will be invested in the Investment Funds that are current at the time the "true up" contributions are made, and at the cost per unit of each investment on the date the Participant's Account is updated by the recordkeeper to reflect the "true up" contribution amount. In no event will adjustments to the "true up" contribution be made to reflect any changes in investment performance which occur prior to the date such "true up" Company Match Safe Harbor Contribution is actually made.

- 4.2 Allocation and Payment of Company Match Safe Harbor Contributions. Company Match Safe Harbor Contributions shall be

- (a) made out of current or accumulated earnings and profits,
- (b) allocated according to a Participant's Contributions elections or deemed elections among the Investment Funds, in accordance with Section 3.5.
- (c) made to the Trustee as soon as administratively possible after the related Contributions are deducted or withheld for payment to the Trustee, and
- (d) made in cash, or at the sole option of the Employer, in shares of Corporation Stock held in the treasury, or both (but not in authorized but unissued shares) in which event the amount of any Company Match Safe Harbor Contribution made in Corporation Stock shall be the Current Market Value thereof on the date of delivery to the Trustee which, for the purposes of the Plan, shall be considered as the Trustee's cost of such shares except where Treasury Regulations sections 1.402(a)-1(b)(2)(ii) and 54.4975-11(d)(1) require shares of Corporation Stock acquired while the Plan is an employee stock ownership plan to have a different cost in order to satisfy their requirements.

- (e) A Participant may not allocate initial Company Match Safe Harbor Contributions to the Self-Directed Brokerage Account, except as a transfer or reallocation under Section 3.9.
- (f) All Company Match Safe Harbor Contributions made with respect to Plan Years beginning on or after January 1, 2010, shall be allocated to a Participant's Company Match Safe Harbor Account. Company Matching Contributions made with respect to Plan Years beginning on or before December 31, 2009, are allocated to a Participant's Company Matching Account.
- (g) By virtue of the Company Match Safe Harbor Contributions, the Plan is intended to be a "safe harbor plan" under the Code's rules prohibiting discrimination in favor of Highly Compensated Employees. Company Match Safe Harbor Contributions are intended to be matching safe harbor contributions for the purposes of satisfying the requirements of Code Sections 401(k)(13)(D) and 401(m)(12).

4.3 Temporary Suspension of Company Match Safe Harbor Contributions. The Board may order the suspension of all Company Match Safe Harbor Contributions if, in its opinion, the Corporation's consolidated net income after taxes for the last fiscal year is substantially below the Corporation's consolidated net income after taxes for the immediately preceding fiscal year. Any such determination by the Board shall be communicated to all Eligible Employees and to all Participants reasonably in advance of the first date for which such temporary suspension is ordered.

Except when caused, as determined by the Board, by a change in the capital structure of the Corporation which has the effect that the regular cash dividend rate is not in fairness comparable between successive quarters, any reduction of the regular cash dividend rate payable on Corporation Stock for any quarter as compared with the immediately preceding quarter shall automatically result in the suspension of all Company Match Safe Harbor Contributions for the first Plan Year commencing after the quarter in which such reduction occurs.

4.4 Limitations on After-Tax Contributions.

(a) Limitations on Actual Contribution Percentage.

- (i) In any Plan Year in which the Actual Contribution Percentage for the group of Highly Compensated Eligible Employees would be more than the greater of:
 - (A) the Actual Contribution Percentage of all other Eligible Employees multiplied by 1.25, or
 - (B) the lesser of (1) 2 percent plus the Actual Contribution Percentage of all other Eligible Employees or (2) the Actual Contribution Percentage of all other Eligible Employees multiplied by 2.0.

The deferral rate under subsection 3.3 of those Highly Compensated Eligible Employees shall be reduced pursuant to the following steps:

- (A) The Committee will determine the total amount of the After-Tax Contributions to the Plan by starting with the Highly Compensated Eligible Employee(s) who has the greatest contribution rate, reducing his contribution rate (but not below the next highest contribution rate), then, if necessary, reducing the contribution rate of the Highly Compensated Eligible Employee(s) at the next highest contribution rate level, including the contribution rate of the Highly Compensated Eligible Employee(s) whose contribution rate the Committee already has reduced (but not below the next highest contribution rate), and continuing in this manner until the Actual Contribution Percentage for the Highly Compensated Eligible Employees satisfies the test set forth above. These contributions shall be deemed to be "Excess Aggregate Contributions" for purposes of this subsection;
- (B) After the Committee has determined the total Excess Aggregate Contributions amount pursuant to Step (A) above, the Committee shall calculate the total dollar amount by which the Excess Aggregate Contributions for the Highly Compensated Eligible Employees must be reduced in order to satisfy the Actual Contribution Percentage test;
- (C) The Committee shall reduce the After-Tax Contributions of the Highly Compensated Eligible Employee(s) with the highest dollar amount of After-Tax Contributions by refunding such contributions to such Highly Compensated Eligible Employee(s) in the amount required to cause the dollar amount of such Highly Compensated Eligible Employee(s)' After-Tax Contributions to equal the dollar amount of the After-Tax Contributions of the Highly Compensated Eligible Employee(s) with the next highest dollar amount of After-Tax Contributions.
- (D) If the total dollar amount of After-Tax Contributions distributed pursuant to Step (C) above is less than the total dollar amount of Excess Aggregate Contributions calculated pursuant to Step (B), Step (C) shall be applied to the Highly Compensated Eligible Employee(s) with the next highest dollar amount of After-Tax Contributions until the total amount of distributed After-Tax Contributions equals the total dollar amount of Excess Aggregate Contributions calculated in Step (B).
- (E) When calculating the amount of a distribution under Step (C), if a lesser distribution, when added to any amounts already distributed under this subsection, would equal the total amount of distributions necessary to permit the Plan to satisfy the Actual Contributions Percentage test, the lesser amount shall be distributed from the Plan;
- (F) If the total dollar amount of After-Tax Contributions distributed

pursuant to Steps (C) and D above is less than the total dollar amount of Excess Aggregate Contributions calculated pursuant to Step (B), Steps (C) and (D) shall again be applied to the Highly Compensated Eligible Employee(s), beginning with the Highly Compensated Eligible Employee(s) with the highest dollar amount of Company Match Safe Harbor Contributions until the total amount of distributed After-Tax Contributions equals the total dollar amount of Excess Aggregate Contributions calculated in Step (B).

For purposes of this subsection, a person shall not be considered to be an Eligible Employee until such time as he or she could first have in effect a valid election to participate in the Plan.

- (ii) After-Tax Contributions for the Plan Year (if any) in excess of the amount permitted under subsection 4.4(a)(i), together with the income or loss allocable thereto, shall be distributed to the Participant after the close of the Plan Year and within 12 months after the close of that Plan Year (and, if practicable, no later than 6 months after the close of the Plan Year in order to avoid any excise tax imposed on the Employer for Excess Aggregate Contributions); provided, however, that an Employer may make qualified nonelective contributions (as provided under Code section 401(m) and the regulations thereunder) to be allocated only to the Accounts of Participants who are not Highly Compensated Eligible Employees that, with After-Tax Contributions satisfy the limit set forth in 4.4(a)(i) above. Such qualified nonelective contributions (as provided under Code section 401(m) and the regulations thereunder), whether taken into account to satisfy the limit set forth in subsection 4.4(a)(i) above, shall be fully vested when made, shall be allocated as of a date within the Plan Year, and shall not be distributed before one of the following events:
 - (A) the Eligible Employee's death, disability, or severance from employment, as provided under Code section 401(k) and applicable regulations;
 - (B) the Eligible Employee's attainment of age 59½ as provided under Code section 401(k) and applicable regulations;
 - (C) the termination of the Plan without the establishment or maintenance of a successor plan, as provided under Code section 401(k) and applicable regulations;
- (iii) The income or loss allocable to an Excess Aggregate Contribution shall be calculated through use of the "alternative method" authorized under Treasury Regulations sections 1.401(k)-2(b)(2)(iv)(C) and 1.401(m)-2(b)(2)(iv)(C).
- (b) Additional Limitation. Notwithstanding any provision of the Plan to the contrary, the Committee may limit or adjust the amount of After-Tax Contributions in a

manner that prevents contributions in excess of the limit set forth in subsection 4.4(a)(i) above. Also the Committee may elect, to the extent permitted by Treasury Regulations, to take into account Company Match Safe Harbor Contributions in computing the Actual Contribution Percentage.

- 4.5 Profit Sharing Contributions. Each Eligible Employee who is a Participant under Section 3.1 of the Plan shall be allocated Profit Sharing Contributions as provided in Section 4.7.

Notwithstanding any provision of the Plan to the contrary, Profit Sharing Contributions and Service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

- 4.6 Limited Service and Leave of Absence. All Participants who are actively employed and receiving Eligible Earnings, are entitled to be allocated Profit Sharing Contributions. Participants who are not actively employed due to a paid leave of absence shall be allocated Profit Sharing Contributions made during such period of absence. Profit Sharing Contributions on behalf of a Participant shall cease upon commencement of his unpaid leave of absence, and such Profit Sharing Contributions shall resume upon the termination of such leave.
- 4.7 Amount of Profit Sharing Contribution. Subject to the limitations set forth in Article V, for each Plan Year, the Employer may pay or cause to be paid to the Trustee, a discretionary contribution to the Plan that shall be allocated to the Profit Sharing Account of each eligible Participant sufficient to credit each such Participant's Profit Sharing Account with an amount equal to between zero percent (0%) and six percent (6%) of the Participant's Eligible Earnings. The amount of the Profit Sharing Contribution will be determined each Plan Year in the sole discretion of the Employer.
- 4.8 Allocations to Profit Sharing Accounts. Profit Sharing Contributions made pursuant to Section 4.7 shall be allocated to the Profit Sharing Account of each Participant employed by Employer on the last day of such Plan Year or if terminated employment on or after age 55, as soon as administratively possible following payment to the Trust. Profit Sharing Contributions shall be allocated according to a Participant's Contributions elections or deemed elections among Investment Funds, in accordance with Section 3.5. In the event the Participant does not elect the manner in which his Participant Contributions are to be invested, and has no Account under the Plan the Trustee shall invest his Profit Sharing Contributions in the Target Date Funds and then defaulted into Professional Management until such time the Participant elects the manner in which his Participant Contributions are to be invested.
- 4.9 Payment of Contributions to Trustee. Amounts representing Profit Sharing Contributions shall be paid into the Trust.
- 4.10 Deductibility Requirement. All Profit Sharing Contributions under the Plan are conditioned upon the deductibility of such Profit Sharing Contributions under Section 404 of the Code and to the extent the deduction is disallowed, shall be returned to the Employer within one year after the disallowance of the deduction. Earnings attributable to such Profit Sharing Contributions shall not be returned to the Employer but losses attributable thereto shall reduce the amount to be so returned. For purposes of this Section 4.10, Profit Sharing Contributions which are not deductible in the current taxable

year of the Employer but which may be deducted in taxable years subsequent to the year in respect of which it is made, shall not be considered to be disallowed.

- 4.11 Mistaken Contributions. If Profit Sharing Contributions are made by reason of a mistake of fact, such Profit Sharing Contributions shall be returned to the Employer within one year after such Profit Sharing Contributions are made. The amount which may be returned to the Employer shall not exceed the excess of (i) the amount contributed, over (ii) the amount that would have been contributed had there not occurred a mistake of fact or a mistake in determining the deduction. Eligible Earnings attributable to the excess Profit Sharing Contributions shall not be returned to the Employer but losses attributable thereto shall reduce the amount to be so returned.
- 4.12 General Limitation. Notwithstanding any other provision of this Article IV, no Profit Sharing Contribution shall be made to the Plan which would cause the Plan to fail to meet the requirements for exemption from tax or to violate any provisions of the Code.

ARTICLE V
TRUSTEE AND TRUST AGREEMENT

5.1 Trust Agreement.

- (a) The Corporation shall enter into a trust agreement with a person or corporation selected by the Committee to act as Trustee of Contributions, Profit Sharing Contributions, Company Match Safe Harbor Contributions, Retirement Contributions, Company Matching Contributions, Rollover Contributions, After-Tax Rollover Contributions and Roth 401(k) Roll-Over Contributions. The Trustee shall receive all Contributions, Profit Sharing Contributions and Company Match Safe Harbor Contributions and shall hold, manage, administer, and invest the same, reinvest any income, and, in accordance with instructions and directions of the Committee subject to the Plan, make distributions.
 - (b) The trust agreement shall be in such form and contain such provisions as the Committee may deem necessary and appropriate to effectuate the purposes of the Plan and to qualify the Plan and the Trust under the Code. Upon the written request of an Eligible Employee, a copy of the trust agreement shall be made available for his inspection.
 - (c) The Committee may, from time to time, remove the Trustee or any successor Trustee at any time and any such Trustee or any successor Trustee may resign. The Committee shall, upon removal or resignation of a Trustee, appoint a successor Trustee.
 - (d) The Trustee's accounts, books, and records relating to the Trust may be audited annually by auditors selected by the Committee.
 - (e) The Trustee's fee shall be paid by the Trustee out of those funds of the Trust making up the Core Investment Funds, unless paid by the Corporation in its discretion. Brokerage fees, asset management fees, investment management fees and other direct costs of investment, taxes (including interest and penalties), and administrative expenses of the Plan shall be paid by the Trustee out of the funds of the Trust to which such costs are attributable, unless paid by the Corporation in its discretion; provided, however, that trustee, recordkeeping and administrative expenses of the Plan shall not be attributed to the Self-Directed Brokerage Account. The transfer taxes, brokerage fees and other expenses in connection with the purchase, sale or distribution of Corporation Stock shall be paid by the Trust, and shall be deemed part of the cost of such Corporation Stock, or deducted in computing the sale proceeds therefrom, as the case may be except to the extent that the Corporation, in its sole discretion, determines that such taxes, fees or expenses (other than transfer taxes on distribution) shall be paid by the Employer.
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ARTICLE VI
INVESTMENT, PARTICIPANT'S ACCOUNTS, AND VOTING OF STOCK

6.1 Investment of Contributions.

- (a) A Participant's Contributions, Company Matching Contributions, Company Match Safe Harbor Contributions, Retirement Contributions, and Profit Sharing Contributions shall be invested in the Investment Funds in accordance with the Participant's allocations under Section 3.5, Section 4.2 and Section 4.8 and reallocated in such Investment Funds in accordance with the Participant's directions under Section 3.9.
- (b) The Committee shall designate Participant's Contributions, Company Match Safe Harbor Contributions, and Profit Sharing Contributions for payment to the Trustee for investment, and Employee Accounts and Employer Accounts for reallocation in accordance with subsection 6.1(a), and shall advise the Trustee of such designation.

6.2 Participant's Accounts.

- (a) Establishment of Accounts. Each Participant shall have established and maintained for him separate Accounts which, depending upon the allocation and reallocation options he has selected, shall consist of Employee Accounts and Employer Accounts in one or more of the Investment Funds. Each such Employee Account shall be subdivided into a Before-Tax Contributions Section, Roth 401(k) Contributions Section and an After-Tax Contribution Section. Each such Employer Account shall be subdivided into subsections corresponding to the Sections of Employee Accounts.
- (b) Crediting of Accounts. As of the close of business on each Valuation Date the designated Accounts of each Participant shall be appropriately credited with the amounts of his Contributions and Contributions made on his behalf on that Valuation Date, or the reallocation or transfer of his other Accounts, if any, effective on that Valuation Date and his Accounts shall be credited with the amount of any Company Match Safe Harbor Contributions and/or Profit Sharing Contributions made with respect to him on that Valuation Date.
- (c) Valuation of Accounts. Each Participant's Accounts shall be valued and adjusted each Business Day to preserve for each Participant his proportionate interest in the related funds and reflect the effect of income, collected and accrued, realized and unrealized profits and losses, expenses, valuation adjustments, and all other transactions with respect to the related fund as follows:
 - (i) The Current Market Value of the assets held in each of the funds shall be determined by the Trustee, and
 - (ii) The separate balances provided for in subsection 6.2(b) of each Participant's Account under each of the related funds shall be adjusted by

multiplying by the ratio that the Current Market Value of such fund as determined under subsection 6.2(c)(i) bears to the aggregate of the Account balances under such fund.

(d) For purposes of Section 7.7, the Participant's Account balance shall refer to the Account balance as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contributions made and allocated for forfeitures allocated to the Account balance as of the dates in the valuation calendar year after the Valuation Date, and decreased by distributions made in the valuation calendar year after the Valuation Date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

6.3 Stock Rights, Stock Splits and Stock Dividends. A Participant shall have no right of request, direction or demand upon the Committee or the Trustee to exercise in his behalf rights to purchase shares of Corporation Stock or other securities of the Corporation. The Trustee, at the direction of the Committee, shall exercise or sell any rights to purchase shares of Corporation Stock appertaining to shares of such stock held by the Trustee and shall sell at the direction of the Committee any rights to purchase other securities of the Corporation appertaining to shares of Corporation Stock held by the Trustee. The Accounts of Participants shall be appropriately credited. Shares of Corporation Stock received by the Trustee by reason of a stock split or a stock dividend shall be appropriately allocated to the Accounts of the Participants.

6.4 Voting of Corporation Stock. A Participant (or in the event of his death, his Beneficiary) may direct the voting at each annual meeting and at each special meeting of the stockholders of the Corporation of that number of whole shares of Corporation Stock held by the Trustee and attributable to the balances in his K-C Stock Fund Account as of the Valuation Date coincident with the record date for such meeting. Each such Participant (or Beneficiary) will be provided with copies of pertinent proxy solicitation material together with a request for his instructions as to how such shares are to be voted. The Committee shall direct the Trustee to vote such shares in accordance with such instructions and shall also direct the Trustee how to vote any shares of Corporation Stock at any meeting for which it has not received, or is not subject to receiving, such voting instructions. Notwithstanding the foregoing, a Participant's (or Beneficiary's) voting instructions shall apply to the balances in the K-C Stock Fund Accounts for all plans maintained by an Employer in which he participates.

6.5 Tender Offers. A Participant (or in the event of his death, his Beneficiary) may direct the Trustee in writing how to respond to a tender or exchange offer for any or all whole shares of Corporation Stock held by the Trustee and attributable to the balances in his K-C Stock Fund Account as of the Valuation Date coincident with such offer. The Committee shall notify each Participant (or Beneficiary) and exert its best efforts to timely distribute or cause to be distributed to him such information as will be distributed to stockholders of the Corporation in connection with any such tender or exchange offer. Upon receipt of such instructions, the Trustee shall tender such shares of Corporation Stock as and to the extent so instructed. If the Trustee shall not receive instructions from a Participant (or Beneficiary) regarding any such tender or exchange offer for such

shares of Corporation Stock (or shall receive instructions not to tender or exchange such shares), the Trustee shall have no discretion in such matter and shall take no action with respect thereto. With respect to shares of Corporation Stock in the K-C Stock Fund for which the Trustee is not subject to receiving such instructions, however, the Trustee shall tender such shares in the same ratio as the number of shares for which it receives instructions to tender bears to the total number of shares for which it is subject to receiving instructions, and shall have no discretion in such matter and shall take no action with respect thereto other than as specifically provided in this sentence. Notwithstanding the foregoing, a Participant's (or Beneficiary's) voting instructions shall apply to the balances in the K-C Stock Fund Accounts for all plans maintained by an Employer in which he participates.

ARTICLE VII
DISTRIBUTION OF ACCOUNTS

7.1 Accounts to be Distributed.

- (a) Termination On or After Attainment of Age 55. If a Participant's employment with an Employer is terminated on or after his attainment of age 55, he shall be fully vested in his Accounts and shall be entitled to receive a distribution of the entire amount then in his Accounts in accordance with Section 7.5.
- (b) Termination Upon Death. In the event that the termination of employment of a Participant is caused by his death, or a Terminated Participant dies prior to the first day on which such Terminated Participant's Accounts are payable, the entire amount then in his Accounts shall be paid to his Beneficiary in accordance with Section 7.5 after receipt of acceptable proof of death in accordance with Committee rules.
- (c) Termination for Other Reasons. If a Participant's employment with an Employer is terminated for any other reason, the Participant shall be entitled to the entire amount in his Employee Accounts and a portion of his Employer Accounts as determined in accordance with the following schedule:

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 2	0%	100%
2 or more	100%	0%

In the event that the termination of employment of a Participant is caused by any reason other than the Employee quits, is discharged, retires or dies, the Participant will be deemed to have a 12 month period of absence following the date of such termination of employment, for purposes of determining the portion of his Employer Accounts which such Participant shall be entitled to receive in a distribution in accordance with this subsection.

Other Vesting Events. Notwithstanding the above, each Participant's interest in his Profit Sharing Contributions (and any earnings thereon) made on his behalf shall be vested in such Participant in whole, upon the termination or partial termination of the Plan, or the complete discontinuance of all Profit Sharing Contributions under the Plan (provided, however, that such discontinuance or partial termination relates to such Participant).

- (d) Deferred Distributions. Notwithstanding anything in this Article VII to the contrary, if the aggregate value of the Accounts of any Participant exceeds \$5,000 as provided under Code section 411(a)(11), an immediate distribution shall not be made without the consent of the Participant in accordance with Section 7.5. A Participant who fails to consent to a distribution under this subsection shall continue to participate as a Terminated Participant and shall be

entitled to a distribution of his Employee Accounts and the vested percentage of his Employer Accounts. Upon Timely Notice of request for payment, the Terminated Participant's Employee Accounts and the vested percentage of his Employer Accounts shall be distributed in accordance with the provisions of Section 7.5.

- (e) Qualified Distribution from a Roth 401(k) Account or Roth Rollover Account. A "qualified distribution" from a Participant's Roth 401(k) Account and/or Roth Rollover Account is non includible in the Participant's gross income. A qualified distribution is a distribution that is made after the end of a specified nonexclusion period (defined below) and that is (i) made on or after the date on which the Participant attains age 59-1/2; (ii) made to a Beneficiary (or to the estate of the Participant) on or after the death of the Participant; or (iii) attributable to the Participant being disabled within the definition of Code Section 72(m)(7). The nonexclusion period is the 5-taxable-year period beginning the earlier of: (i) the first taxable year for which the Participant made a Roth 401(k) Contribution to the Roth 401(k) Account under the Plan; or (ii) if the Participant has a Roth Rollover Contribution from a direct rollover of a designated Roth contribution from another qualified plan to his Roth Rollover Account, then the first taxable year for which the Participant made a designated Roth contribution to such prior plan's previously established designated Roth account.

- 7.2 Timing of Distributions. A Participant's election to receive a distribution of his Accounts shall be effective as soon as practicable following Timely Notice and the amount of the distribution shall be determined by the value of the Participant's interest in any Investment Fund as of the Valuation Date of the distribution. Any forfeiture with respect to the Accounts of the Participant or Terminated Participant shall be determined as of the Valuation Date coincident with such Participant's or Terminated Participant's termination of employment. Distribution of a Participant's Accounts shall be made to him or to his Beneficiary after the termination of his employment and as soon as practicable following his request for a distribution.

- 7.3 Certain Definitions Relating to Distributions and Withdrawals. The following are forms of distribution under the Plan:

- (a) All Stock Distribution. An All Stock Distribution of a Participant's Accounts shall mean a single distribution as of the Valuation Date consisting of full shares of Corporation Stock attributable to the Participant's Employee Accounts and to the vested percentage of his Employer Accounts, together with the cash equivalent of the Current Market Value on the Valuation Date of fractional shares of such stock attributable to such Accounts.
- (b) Stock and Cash Distribution. A Stock and Cash Distribution of a Participant's Accounts shall mean a single distribution consisting of:
- (i) the cash equivalent of the Current Market Value on the Valuation Date of the Participant's Employee Accounts, except his Employee Account in the K-C Stock Fund, and the vested percentage of his Employer Accounts, except his Employer Account in the K-C Stock Fund, and

- (ii) full shares of Corporation Stock on the Valuation Date, attributable to the Participant's Employee Account in the K-C Stock Fund and to the vested percentage of his Employer Account in the K-C Stock Fund, together with the cash equivalent of the Current Market Value on the Valuation Date of fractional shares of such stock attributable to such Accounts, and
 - (iii) the cash equivalent of any other interest attributable to the Participant's Accounts, except the forfeited percentage of his Employer Accounts, on the Valuation Date.
 - (c) All Cash Distribution. An All Cash Distribution of a Participant's Accounts shall mean the same as a Stock and Cash Distribution, as defined in subsection 7.3(b), except that clause (ii) in said subsection shall be replaced by the following clause:
 - (ii) the cash equivalent of the Current Market Value as of the Valuation Date of all the shares and fractional shares of Corporation Stock attributable to the Participant's Employee Account in the K-C Stock Fund and to the vested percentage of his Employer Account in the K-C Stock Fund.
- 7.4 Lump Sum and Partial Distributions. A Lump Sum Distribution or a Partial Distribution may be elected by any Participant, Beneficiary, or alternate payee under a Qualified Domestic Relations Order, in the form of an All Cash Distribution, a Stock and Cash Distribution or an All Stock Distribution.
- 7.5 Methods of Distribution.
- (a) Distribution by Reason of Death. The Beneficiary of a Participant to which subsection 7.1(b) applies shall be entitled to receive a distribution of such Participant's Accounts in any form available pursuant to the terms of the Plan as elected by the Beneficiary. If a Participant designates a Beneficiary other than his spouse at the time of such designation, such designation shall not be valid unless:
 - (i) the spouse of such Participant consents in writing to each such election or designation and acknowledges its effect, and
 - (ii) such consent is witnessed by either a notary public or a Plan representative designated by the Committee.No spousal consent described in the immediately preceding sentence need be furnished, however, with respect to any election or designation if the Committee is satisfied that there is no spouse, that the spouse cannot be located, or that such consent is unobtainable for any other reason provided under regulations of the Internal Revenue Service.
 - (b) Distribution Upon Termination of Employment for Reasons Other than Death. A Participant who is entitled to receive a distribution of his Accounts due to the termination of his employment for any reason specified in Section 7.1, except death, may on Timely Notice elect to receive such distribution in the form of an

All Stock Distribution, a Stock and Cash Distribution or an All Cash Distribution, at any time.

(c) Small Distributions. Notwithstanding any provision of this Section 7.5 to the contrary:

- (i) if the aggregate value of a Participant's Accounts does not exceed \$1,000 as provided under Code section 411(a)(11), the Committee shall direct the distribution of the Accounts of any Participant as an All Stock Distribution, a Stock and Cash Distribution, an All Cash Distribution as elected by the Participant or his Beneficiary, made directly to the Participant or his Beneficiary, or by a direct rollover of an eligible rollover distribution paid directly to a single eligible retirement plan specified by the Participant or his Beneficiary as described in Section 7.11. If no earlier election is made, Timely Notice of a request for payment shall be deemed to have been given as of the Valuation Date which is 90 days following notice of the Participant's entitlement to a distribution under Section 7.1, and such distribution shall be in the form of an All Cash Distribution.
- (ii) if the aggregate value of a Participant's Accounts exceeds \$1,000 but does not exceed \$5,000, as provided under Code section 411(a)(11), the Committee shall direct the distribution of the Accounts of any Participant as an All Stock Distribution, a Stock and Cash Distribution, an All Cash Distribution as elected by the Participant or his Beneficiary, made directly to the Participant or his Beneficiary, or by a direct rollover of an eligible rollover distribution paid directly to a single eligible retirement plan specified by the Participant or his Beneficiary as described in Section 7.11. If no earlier election is made, Timely Notice of a request for payment shall be deemed to have been given as of the Valuation Date which is 90 days following notice of the Participant's entitlement to a distribution under Section 7.1, and such distribution shall be in the form of an All Cash Distribution made directly to the Participant or his Beneficiary by a mandatory rollover to an individual retirement account described in Code section 408(a) as selected by the Committee.

7.6 Miscellaneous.

- (a) For the purpose of the Plan, no termination of employment will be deemed to have occurred in any instance where the person involved remains in Service or is re-employed by an Employer prior to receiving a distribution of his Accounts.
- (b) In the event of the death, prior to his receipt of a distribution, of a Participant who at the time of his death was entitled to receive distribution and elected to receive such distribution in the form of an All Stock Distribution, a Stock and Cash Distribution, or an All Cash Distribution, and if the Committee has notice of the Participant's death prior to such distribution, then such distribution shall be made to the Participant's Beneficiary by the same method as it would have been made to the Participant but for his death.

- (c) Notwithstanding anything in this Article VII to the contrary, the distribution provisions of this Article VII shall not apply for a Terminated Participant or Participant whose qualified domestic relations order is pending approval by the Plan Administrator.
- (d) No distribution shall be made directly from the Self-Directed Brokerage Account. A distribution of funds allocated to the Self-Directed Brokerage Account must first be transferred or reallocated to the Participant's or Beneficiary's Accounts in one or more of the Core Investment Funds.

7.7 Required Distributions.

- (a) General Rules: Notwithstanding any provision of the Plan to the contrary, a Participant's Accounts shall be distributed on:
 - (i) the 60th day after the latest of:
 - (A) the close of the Plan Year in which the Participant attains age 65,
 - (B) the close of the Plan Year which includes the date 10 years after the date the Participant first commenced participating in the Plan, or
 - (C) the close of the Plan Year in which the Participant terminated employment with his Employer.unless the Participant defers his election to a later date, which can be no later than the date specified in 7.7(a)(ii) below. This date shall be the Required Beginning Date:
 - (ii) With respect to a Participant other than a Participant who is a five percent owner as defined in Code section 401(a)(9), April 1 of the calendar year following the later of
 - (A) the calendar year in which the Participant attains age 70-1/2, or
 - (B) the calendar year in which the Participant retires or terminates employment.With respect to a Participant who is a five percent owner as defined in Code section 401(a)(9), April 1 of the calendar year following the year in which the Participant attains age 70-1/2.
 - (iii) The Plan will apply the minimum distribution requirements of Code section 401(a)(9) in accordance with the final and temporary regulations under Code section 401(a)(9) that were issued on April 17, 2002.
- (b) Death of Participant Before Distributions Begin: The Accounts of a Participant shall be distributed to a Beneficiary:

- (i) who is the surviving spouse and Participant's sole designated Beneficiary, commencing on or before December 31 of the later of:
 - (A) the calendar year in which the Participant would have attained age 70-1/2 (only applicable if a Participant dies prior to the Required Beginning Date as determined in subsection 7.7(a)(ii)), or
 - (B) the calendar year following the year of the Participant's death, or
 - (C) such other period specified under the requirements of Code section 401(a)(9) and the regulations thereunder.
- (ii) who is not the surviving spouse, commencing on or before December 31 of:
 - (A) the calendar year following the year of the Participant's death, or
 - (B) such other period specified under the requirements of Code section 401(a)(9) and the regulations thereunder.
- (iii) If the Participant has no designated Beneficiary as of September 30 of the year following the year of the Participant's death, and the Participant dies prior to the Required Beginning Date as determined in subsection 7.7(a)(ii), distribution of the Accounts of the Participant must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (iv) If the Participant's surviving spouse is the Participant's sole Beneficiary, and the surviving spouse dies after the Participant, but before distributions to the surviving spouse begin, subsections 7.7(b)(ii) and 7.7(b)(iii) will apply as if the surviving spouse were the Participant.

For purposes of this subsection 7.7(b), 7.7(d) and subsection 7.7(e), unless subsection 7.7(b)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection 7.7(b)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection 7.7(b)(i).

Forms of Distribution. Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, as of the first distribution calendar year, distributions will be made in accordance with subsections 7.7(c), 7.7(d) and 7.7(e).

- (c) Required Minimum Distributions During Participant's Lifetime: During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year shall be the lesser of:
 - (i) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year, or

- (ii) if the Participant's sole Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the regulations, using the Participant's and spouse's attained as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

Required minimum distributions will be determined under this subsection 7.7(c) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

- (d) Required Minimum Distributions After Participant's Death: If the Participant dies on or after the date distributions begin and there is a Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining Life Expectancy of the Participant's or the remaining Life Expectancy of the Participant's Beneficiary, determined as follows:
 - (i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (ii) If the Participant's surviving spouse is the Participant's sole Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent year.
 - (iii) If the Participant's surviving spouse is not the Participant's sole Beneficiary, the Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
 - (iv) If the Participant dies on or after the date distributions begin and there is no Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(e) Death Before Distributions Begin:

- (i) If the Participant dies before the date distributions begin and there is a Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining Life Expectancy of the Participant's Beneficiary, determined as provided in subsection 7.7(d).
- (ii) If the Participant dies before the date distributions begin and there is no Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (iii) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under subsection 7.7(b)(i), this subsection 7.7(e) will apply as if the surviving spouse were the Participant.

(f) All distributions from the Plan shall be made in accordance with the requirements of Code section 401(a)(9), including Code section 401(a)(9)(G), and the regulations and the Internal Revenue Service rulings and other interpretations issued thereunder. The provisions of Section 7.7 override any distribution options in the Plan inconsistent with Code section 401(a)(9). Notwithstanding the other provisions of Section 7.7, distributions may be made under a designation made before January 1, 1984, in accordance with Sec. 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Sec. 242(b)(2) of TEFRA.

(g) The Committee may, in its discretion, establish procedures for making such required distributions consistent with the provisions hereof.

7.8 Unclaimed Benefits. During the time when a benefit hereunder is payable to any Terminated Participant or, if deceased, his Beneficiary, the Committee shall mail by regular mail to such Participant or Beneficiary, at his last known address, a written demand for his then address, or for satisfactory evidence of his continued life, or both. If such information is not furnished to the Committee within 12 months from the mailing of such demand, then the Committee may, under rules established by the Committee, in its sole discretion, declare such benefit, or any unpaid portion thereof, suspended, with the result that such unclaimed benefit shall be treated as a forfeiture for the Plan Year within which such 12-month period ends, but shall be subject to restoration through an Employer Contribution if the lost Participant or such Beneficiary later files a claim for such benefit.

7.9 Form of ESOP Benefit. Notwithstanding anything in the Plan to the contrary but subject to the provisions of subsections 7.5(c) and 7.7, the form of benefit payment available to

a Participant, unless the Participant elects otherwise, shall be substantially equal periodic payments (not less frequently than annually) over a period not longer than the greater of (i) five (5) years, or (ii) in the case of a Participant whose vested portion of his Accounts exceeds \$500,000 (as adjusted by legislation or for cost-of-living increases), five (5) years plus one (1) additional year (not exceeding five (5) additional years) for each \$100,000 (or fraction of \$100,000) (as adjusted by legislation or for cost-of-living increases) by which the vested portion of his Accounts exceeds \$500,000 (as adjusted by legislation or for cost-of-living increases).

7.10 ESOP Dividend Distributions.

- (a) A Participant, or if the Participant has died, his Beneficiary, may elect to have dividends on Corporation Stock allocated to the Participant's Accounts distributed to him under this Section. Dividends retained in the Trust under this Section shall be invested as directed under Section 3.9. Notwithstanding both the dollar amount (if any) of any election under this Section and the preceding provisions of this Section, the amount actually paid under this Section shall not exceed the lesser of (i) the electing Participant's share of the dividends subject to such election and (ii) his balance in his Accounts at the time of payment. A dividend payment shall not be made to a Participant or Beneficiary whose qualified domestic relations order is pending approval by the Plan Administrator.
- (b) Notwithstanding subsection 7.10(a) above, a Participant may affirmatively elect prior to the ex-dividend date to have 100% of the dividends paid to the Trust on Corporation Stock allocated to such Participant's Accounts, distributed to him on or after the dividend payment date. A Participant's election to receive such dividends allocated to his Accounts becomes irrevocable as of 11:59 p.m. (Central Time) on the day prior to the ex-dividend date related to such dividend. An election under this subsection shall remain in effect for each subsequent dividend payment as long as a Participant is eligible to receive a distribution or, if earlier, until changed by the Participant.
- (c) Notwithstanding any other provisions of Section 7.1, a Participant shall be fully vested in any dividends paid to the Trust on Corporation Stock, and shall be entitled to receive a distribution of the entire amount of such dividends allocated to his Accounts in accordance with Section 7.7.

7.11 Direct Rollovers. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an eligible rollover distribution paid directly to a single eligible retirement plan specified by the distributee in a direct rollover.

For purposes of this Section, the following definitions shall apply:

- (a) An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life

expectancy) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent that such distribution is required under Code section 401(a)(9); and any hardship distribution.

- (b) An "eligible retirement plan" is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), or a qualified trust described in Code section 401(a), an annuity contract described in Code section 403(b), or an eligible plan under Code section 457(b) which is maintained by an employer described in Code section 457(e)(1)(A) and which agrees to separately account for amounts transferred into such plan from this Plan. However, in the case of a nonspouse designated beneficiary of the Participant, an eligible retirement plan is limited to an individual retirement plan as described in section 402(c)(8)B(i) or (ii) of the Code established for the purpose of receiving the distribution.
- (c) A "distributee" includes a Participant. The Participant's surviving spouse and the Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), are distributees with regard to the interest of the spouse or former spouse. A distributee also including the nonspouse designated beneficiary of a deceased Employee as defined in Code section 402(c)(11).
- (d) A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee. For a nonspouse designated beneficiary, the payment must be a direct trustee-to-trustee transfer.
- (e) A "qualified rollover contribution" as described in Code section 408A(e) may be made from the Plan to: (i) another designated Roth account of the Participant, or (ii) a Roth IRA in a direct rollover subject to the rules and provisions set forth in Code section 408A and any regulations issued thereunder.

This Section shall not be construed to alter any of the requirements for distributions or withdrawals under the remaining provisions of this Article VII and the provisions of Article VIII.

7.12 Limitations on Distribution of Before-Tax Contributions. Notwithstanding any other provision of the Plan to the contrary, Before-Tax Contributions and earnings thereon (except for the withdrawal of earnings provided under subsection 8.2(b)) shall not be distributed before one of the following events:

- (a) the Eligible Employee's death, disability (as defined below), or severance from employment, as provided under Code section 401(k) and applicable regulations;
- (b) the Eligible Employee's attainment of age 59½ or the Eligible Employee's hardship, as provided under Code section 401(k) and applicable regulations;
- (c) the termination of the Plan without the establishment or maintenance of a successor plan, as provided under Code section 401(k) and applicable regulations;

Disability means that the Participant has been determined by the Social Security Administration to be disabled and entitled to receive Social Security Disability benefits under Title II of the Federal Social Security Act. Only a Participant who is determined by the Social Security Administration to be entitled to receive Social Security Disability benefits shall be determined by the Committee to be disabled for purposes of this Plan.

- 7.13 Jackson Products, Inc. 401(k) Plan Benefit. The vested account balance ("Jackson Account") of each remaining participant (the "Jackson Participant") in the Jackson Products Inc., Retirement and Profit Sharing Plan (the "Jackson 401(k) Plan") shall be transferred to this Plan. Such amount representing contributions shall be transferred to and held in the Before-Tax Account, Company Match Safe Harbor Account, After-Tax Account, Profit Sharing Account and Rollover Account.

Such Jackson Account shall be invested according to the Jackson Participant's existing elections under the Jackson 401(k) Plan in the Stable Income Fund (for amounts transferred from the SF Guaranteed Interest Account (Bapson Capital) in the Jackson 401(k) Plan), the Bond Index Fund (for amounts transferred from the PRM Core Bond Fund (Bapson Capital) and Prm High Yield (Bapson Capital) in the Jackson 401(k) Plan), the Target Date Conservative Fund (for amounts transferred from the Destination Retirement Income in the Jackson 401(k) Plan), the Target Date 2015 Fund (for amounts transferred from the Destination Retirement 2010 Fund in the Jackson 401(k) Plan), the Target Date 2025 Fund (for amounts transferred from the Destination Retirement 2020 Fund in the Jackson 401(k) Plan), the Target Date 2035 Fund (for amounts transferred from the Destination Retirement 2030 Fund in the Jackson 401(k) Plan), the Target Date 2045 Fund (for amounts transferred from the Destination Retirement 2040 Fund and Destination Retirement 2050 Fund in the Jackson 401(k) Plan), the Large Cap Value Index Fund (for amounts transferred from the Sel Fundamental Value Fund (Wellington) and Select Focused Value Fund (Harris) in the Jackson 401(k) Plan), the Stock Index Fund (for amounts transferred from the Sel Indexed Equity Fund (Northern Trust), the Prem Main Street Fund (OFI Inst), and the Leveraged Company Stock Fund (Fidelity Advisor) in the Jackson 401(k) Plan), the Large Cap Growth Index Fund (for amounts transferred from the American Funds Growth Fund of America and the Select Mid Cap Growth Equity II Fund (T. Rowe Price) in the Jackson 401(k) Plan), the Small Cap Index Fund (for amounts transferred from the Oppenheimer Small & Mid Cap Value Fund, the Prm Small Company Opportunities Fund (OFI Inst) and the Select Small Company Growth Fund (Boston Co/Eagle) in the Jackson 401(k) Plan), and the International Index Fund (for amounts transferred from the Thornburg International Value Fund and the Prm International Equity Fund (OFI Inst) in the Jackson 401(k) Plan), subject to reallocation by the Jackson Participant pursuant to Section 3.8 hereof.

The Jackson Participant who is not otherwise eligible under the Plan shall participate in the Plan hereunder only to the extent of his Jackson Account, and shall not be eligible to make Before-Tax Contributions, Roth 401(k) Contributions or After-Tax Contributions under Article III or to receive Company Matching Contributions under Article IV by reason of such transfer. The Jackson Participant may request a distribution of his Jackson Account in the Plan in accordance with the applicable provisions of this Article VII and Article VIII.

7.14 Waiver of 2009 Required Minimum Distribution. Notwithstanding Section 7.7 of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. A direct rollover will be offered for distributions that would be eligible rollover distributions without regard to Code section 401(a)(9)(H).

ARTICLE VIII
WITHDRAWALS AND LOANS

8.1 Regular Withdrawals. A Participant, subject to the conditions stated below, may make the following Regular Withdrawals:

(a) Under Age 59-1/2 Withdrawals.

(1) Such amounts as the Participant may elect from the After-Tax Contribution, vested Company Matching Contribution, and After-Tax Rollover Contribution sections of his Account; provided, such amounts (disregarding earnings and losses) have been in the Plan for at least 24 months; and

(2) Such amounts as the Participant may elect from his Rollover Account.

(b) Age 59-1/2 Withdrawals. A Participant who has attained age 59-1/2 may withdraw such amounts as he may elect from the Before-Tax Contributions, Roth 401(k) Account, Roth Rollover Account, and Company Match Safe Harbor Account sections of his Account.

Regular Withdrawals for any Participant are limited to four (4) per calendar year.

Any Participant not otherwise described above shall not be eligible to make withdrawals from his Employer Accounts.

8.2 Hardship Withdrawals.

(a) Upon the application of any Participant who has not attained age 59-1/2, the Committee, in accordance with its uniform nondiscriminatory rules, may permit such Participant to withdraw all or a portion (subject to subsection (b) below) of the amount in the Before-Tax Contributions and/or Roth 401(k) Contributions and Roth 401(k) Rollover Contributions before 59-1/2 sections of his Account if the Participant is able to demonstrate financial hardship and provided, however, that all amounts available as Regular Withdrawals described in Section 8.1 shall first be withdrawn. A Participant shall be considered to have demonstrated financial hardship only if the Participant demonstrates that the purpose of the withdrawal is to meet his immediate and heavy financial needs, the amount of the withdrawal does not exceed such financial needs, and the amount of the withdrawal is not reasonably available from other resources. A Participant making application under this Section 8.2 shall have the burden of demonstrating a financial hardship to the Committee, and the Committee shall not permit withdrawal under this subsection without first receiving such proof.

The Participant will be deemed to have demonstrated that the purpose of the withdrawal is to meet his immediate and heavy financial needs only if he represents that the distribution is on account of:

- (i) medical expenses (as described in Code section 213(d)) incurred by the Participant, his spouse, or any of his dependents, or necessary for such persons to obtain medical care;
 - (ii) the purchase (excluding mortgage payments) of a principal residence for the Participant;
 - (iii) the construction of a primary residence for the Participant, including the purchase of land for that purpose;
 - (iv) the payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for the Participant, his spouse, children, or dependents;
 - (v) the payment of legal fees, fines, penalties, levies, garnishments, court actions and tax assessments;
 - (vi) the payment of past due child support;
 - (vii) payments necessary to prevent eviction from or foreclosure on the Participant's principal residence or the mortgage on that residence;
 - (viii) the payment of burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents;
 - (ix) the payment of past due bills necessary to meet the Participant's financial obligations due to financial insolvency, heavy debt load, or changes in the Participant's financial circumstances;
 - (x) the payment of expenses to repair damage to a Participant's principal residence, provided that the expense would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of gross income); or
 - (xi) any other condition determined by the Committee pursuant to its uniform Committee Rules to represent a financial hardship.
- (b) Moreover, the Participant will be deemed to have demonstrated that the amount of the withdrawal is unavailable from his other resources and in an amount not in excess of that necessary to satisfy his immediate and heavy financial needs only if each of the following requirements is satisfied:
- (i) the Participant represents that the distribution is not in excess of the amount of his immediate and heavy financial needs, except that the withdrawal may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the withdrawal; and
 - (ii) the Participant has obtained all currently available distributions, including employee stock ownership plan distributions and dividends under Code

section 404(k) (but not hardship distributions), and all nontaxable loans currently available to him under all other qualified and nonqualified deferred compensation plans currently maintained by an Employer.

In the event of any withdrawal by a Participant pursuant to this Section 8.2, such Participant's Contributions under this Plan and his contributions under all other qualified and nonqualified deferred compensation plans maintained by an Employer shall be suspended for a period of 6 months following such withdrawal.

- (c) No hardship withdrawal shall exceed the balance then credited to the Participant's Before-Tax Contributions, Roth 401(k) Contributions and Roth 401(k) Rollover Contributions sections of his Account (or, if less, the Current Market Value thereof) nor shall any withdrawal include earnings on such Contributions accrued after December 31, 1988.

8.3 Distribution of Withdrawals.

- (a) Regular Withdrawals and Over Age 59-1/2 Withdrawals. Regular Withdrawals and Over Age 59-1/2 Withdrawals shall be permitted as of any Valuation Date following Timely Notice. A distribution of a withdrawal shall be made as soon as practicable after the withdrawal request or such other time as specified by Committee rule. A Participant who is entitled to receive a Regular Withdrawal or an Over Age 59-1/2 Withdrawal may on Timely Notice elect to receive such distribution in the form of an All Stock Distribution, a Stock and Cash Distribution or an All Cash Distribution.
- (b) Hardship Withdrawals. If a Participant's application for a hardship withdrawal is approved, the effective date for such withdrawal shall be the Valuation Date coincident with or immediately following such approval. If the Participant's application for a hardship withdrawal is denied and, on appeal, subsequently approved, the effective date for such withdrawal shall be the Valuation Date coincident with or immediately following the date of the Committee's decision on the appeal. Hardship withdrawals will be made only in the form of an All Cash Distribution.

8.4 Miscellaneous.

- (a) Notwithstanding anything in this Article VIII to the contrary, the withdrawal and loan provisions of this Article VIII shall not apply for Terminated Participants or Participants whose qualified domestic relations order is pending approval by the Plan Administrator. Additionally notwithstanding anything in this Article VIII to the contrary, the loan provisions of this Article VIII shall not apply to a Participant who is not paid for Service under the United States based payroll.
- (b) In the event of the death of a Participant on or after the Valuation Date with respect to which the Participant has elected to make a withdrawal, but prior to the actual distribution thereof, and if the Committee has notice of the Participant's death prior to such distribution, then such distribution shall be made to the Participant's Beneficiary by the same method as it would have been made to the Participant but for his death.

- (c) No withdrawal shall be made directly from the Self-Directed Brokerage Account. A withdrawal of funds allocated to the Self-Directed Brokerage Account must first be transferred or reallocated to the Participant's or Beneficiary's Accounts in one or more of the Core Investment Funds.
 - (d) No withdrawals may be made from a Participant's Profit Sharing Account and Retirement Contribution Account. Notwithstanding the foregoing, a Terminated Participant may, by making a request in the manner prescribed by the Committee, withdraw all or any portion of the total value of the vested portion of his Profit Sharing Account and Retirement Contribution Account.
 - (e) No withdrawals may be made for Company Match Safe Harbor Contributions until a Participant's employment with an Employer is terminated (death, disability or severance from employment) or a Participant has attained age 59-1/2.
- 8.5 Waiver of Right to Withdraw. A Participant who is on an assignment outside of the United States may waive his right to make a withdrawal pursuant to this Article VIII. Any such waiver shall be in writing, in a form acceptable to the Committee and signed by the Participant, and shall be irrevocable. The duration of a waiver hereunder may be for a stated period or until the occurrence of a specified event, at the election of the Participant, but in absence of such an election the waiver shall expire upon termination or completion of the Participant's assignment outside the United States.
- 8.6 Participant Loans. For purposes of this Section 8.7, "Participant" shall mean a Participant who is a "party in interest" as defined in ERISA section 3(14). Loans shall be available to Participants on a reasonably equivalent basis on the following conditions:
- (a) A Participant may, on Timely Notice, request a loan from the Plan under the following terms and conditions, provided that such Participant may not request a loan from the Plan if the Participant has an outstanding loan (whether such outstanding loan has become a deemed distribution under Code section 72(p)) from the Plan at the time of such request. Also, a new loan may not be requested until two weeks after the outstanding loan has been paid in full.
 - (b) Loan amounts shall be at least \$1,000 and shall not exceed the lesser of (i) 50% of the aggregate value of the vested balance of all the Participant's Account (except Retirement Contributions Account and Profit Sharing Account) as of the date of the loan request, less any amounts payable for pending withdrawal or (ii) \$50,000 (reduced by the highest outstanding loan balance under the Plan during the one-year period ending on the day before the date on which the loan is made). Loans under any other qualified plan sponsored by the Employer or an Affiliated Employer shall be aggregated with loans under the Plan in determining whether or not the limitation stated herein has been exceeded.
 - (c) Loans shall be classified as either a General Purpose Loan or a Primary Residence Loan.
 - (i) A General Purpose Loan may be requested on Timely Notice for any purpose other than for the purchase of a primary residence for the

Participant. General Purchase Loans shall be for at least a 1 year term and not to exceed 4 years from the date of the loan.

- (ii) A Primary Residence Loan may be requested on Timely Notice for the purchase (excluding mortgage payments) or construction of a Participant's primary residence and may be made only upon receipt of proper documentation from the Participant. Primary Residence Loans shall be for at least a 1 year term and not to exceed 10 years from the date of the loan.
- (d) Loans shall be nonrenewable and nonextendable. Loans shall be repaid, through payroll deduction. Partial manual repayments are not permitted.
- (e) Loans shall be repaid (principal and interest) in periodic payments (not less frequently than quarterly) with substantially level amortization required over the term of the loan; provided, however, that a Participant with an outstanding loan who is on an unpaid leave of absence, or qualified military service pursuant to Code section 414(u)(4), the loan payments are automatically suspended at the commencement of such leave of absence, for a period that is the lesser of (i) the period of the leave of absence or (ii) 12 months (or such longer period that may apply under Code section 414(u)). The loan payments (including interest that accrues during the leave of absence or military service for periods later than the cure period) will automatically begin upon the return from unpaid leave of absence or military service with the amount of such periodic payments to be at a level amortization over the remaining period of the loan extended for the period of leave not longer than 1 year or the period pursuant to Code section 414(u)(4). However, the loan must be repaid by the latest date permitted under Code section 72(p)(2)(B) and the amount of the installments due after the leave ends (or, if earlier, after the first year of the leave or such longer period as may apply under Code section 414(u)) must not be less than the amount required under the terms of the original loan. For loans whose term would pass the latest date permitted, the amount of the loan will be reamortized to be paid by the latest date permitted under Code section 72(p)(2)(B). Notwithstanding the foregoing, loan payments will be suspended under this Plan as required under Code section 414(u)(4). Also notwithstanding the foregoing, a Participant whose Contributions are suspended pursuant to Section 3.7 may not elect to suspend his loan repayments.
- (f) Loans may be prepaid in full at any time without penalty. Partial prepayments shall be not be permitted.
- (g) Each Participant receiving a loan hereunder shall receive a promissory note reflecting the charges involved in the transaction, including the dollar amount and annual interest rate of the finance charges.
- (h) All loans hereunder shall be considered investments of a segregated account of the Trust directed by the borrower. All loans shall be secured by up to 50% of the vested portion of the Participant's Accounts, less any portion of the Participant's Account which has been assigned to an alternate payee under a qualified domestic relations order, to the extent necessary to secure the

outstanding loan amount and applied to the Participant's Accounts. No additional security shall be permitted.

- (i) Interest shall be charged at a rate determined by the Committee and shall be determined with regard to interest rates currently being charged on similar commercial loans by persons in the business of lending money.
- (j) Any loan made to a Participant hereunder shall be evidenced by a promissory note which shall be executed by the Participant in such manner and form as the Committee shall determine. Such promissory note shall contain the irrevocable consent of the Participant to payroll deductions.
- (k) Fees chargeable in connection with a Participant's loan may be charged, in accordance with a uniform and nondiscriminatory policy established by the Committee, against the Participant's Account to whom the loan is granted.
- (l) All loans shall be made from the Participant's Accounts and pro rata from the Core Investment Fund in which such Participant's Account are then invested. If the requested loan amount exceeds the amount available in the Participant's Core Investment Fund Accounts, the Participant shall be required to transfer the remainder from the Self-Directed Brokerage Account into one or more of the Core Investment Funds before the loan will be issued. The loans from the Participant's Account shall be deemed taken in the following order: After-Tax Rollover Account, After-Tax Account, Rollover Account, Roth Rollover Account, Roth 401(k) Account, Before-Tax Account, Company Matching Account, Company Match Safe Harbor Account. The following are not available for a loan from the Participant's Account: Retirement Contributions and Profit Sharing Contributions.
- (m) Loan repayments to the Plan by the Participant shall be made on an after-tax basis and shall be allocated to the Participant's Account (credited in reverse order in which the accounts were depleted when processed) and shall be invested in the Investment Funds on the basis of the Participant's investment election under Section 3.5 in effect at the time of such loan repayment.
- (n) In the event that the Participant fails to make any required loan repayment before a loan is repaid in full, the unpaid balance of the loan, with interest due thereon, shall become immediately due and payable, unless the Committee determines otherwise. In the event that a loan becomes immediately due and payable (in "default") pursuant to this Section 8.6, the Participant (or his Beneficiary, if the Beneficiary is the surviving spouse, in the event of the Participant's death) may satisfy the loan by paying the outstanding balance in full within such time as may be specified by the Committee in a uniform and nondiscriminatory manner. Otherwise, any such outstanding loan shall be deducted from the portion of the Participant's vested Accounts (based on the repayment hierarchy) before any benefit which is or becomes payable to the Participant or his Beneficiary is distributed. In the case of a benefit which becomes payable to the Participant or his Beneficiary pursuant to Article 7 (or would be payable to the Participant or Beneficiary but for such individual's election to defer the receipt of benefits), the deduction described in the preceding sentence shall occur on the earliest date

following such default on which the Participant or Beneficiary could receive payment of such benefit, had the proper application been filed or election been made, regardless of whether or not payment is actually made to the Participant or Beneficiary on such date. In the case of a benefit which becomes payable under any other provision, the deduction shall occur on the date such benefit is paid. The Committee shall also be entitled to take any and all other actions necessary and appropriate to enforce collection of the outstanding balance of the loan. Failure of the Committee to strictly enforce Plan rights with respect to a default on a Plan loan shall not constitute a waiver of such rights.

- (o) The outstanding loan balance or balances of a Jackson Participant under Section 7.13 under the Jackson 401(k) Plan shall be transferred to, and repayment made to, this Plan effective as of January 1, 2010, and shall be subject to the terms of this Plan to the extent not inconsistent with the terms of the outstanding loan; provided, however, that a Jackson Participant whose loan is transferred to this Plan with past due loan payments shall have an extended grace period, as determined by the Committee, in which to avoid default under this Section 8.6, provided the total grace period under this Plan and the Jackson 401(k) Plan does not exceed the time period as provided under the final Treasury Regulations issued under Code section 72(p). Such outstanding loan balance shall be taken into account for all purposes under this Section 8.6.

Notwithstanding Section 8.6(a), Jackson Participants whose loans were transferred to the Plan from the Jackson 401(k) Plan and who at the time of such transfer had two (2) loans outstanding, may continue to have two (2) outstanding loans until such time as one of such loans is repaid, whereupon such Jackson Participant shall not have more than one (1) loan outstanding at any time under this Plan and all other tax qualified plans maintained by Employer.

ARTICLE IX
BENEFITS ADMINISTRATION COMMITTEE

- 9.1 Membership. The Committee shall consist of at least three persons who shall be officers or directors of the Corporation or Eligible Employees. Members of the Committee shall be appointed from time to time by, and shall serve at the pleasure of, the Chief Human Resources Officer of the Corporation. The Chief Human Resources Officer shall appoint one of the members of the Committee to serve as chairman. If the Chief Human Resources Officer does not appoint a chairman, the Committee, in its discretion, may elect one of its members as chairman. The Committee shall not receive compensation for its services. Committee expenses shall be paid by the Corporation.
- 9.2 Powers. The Committee shall have all such powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the power to construe or interpret the Plan, to determine all questions of eligibility hereunder, to determine the method of payment of any Accounts hereunder, to adopt rules relating to the giving of Timely Notice, and to perform such other duties as may from time to time be delegated to it by the Chief Human Resources Officer of the Corporation. The Committee may prescribe such forms and systems and adopt such rules and actuarial methods and tables as it deems advisable. It may employ such agents, attorneys, accountants, actuaries, medical advisors, or clerical assistants (none of whom need be members of the Committee) as it deems necessary for the effective exercise of its duties, and may delegate to such agents any power and duties, as it may deem necessary and appropriate.
- 9.3 Procedures. A majority of the Committee members shall constitute a quorum. The Committee may take any action upon a majority vote at any meeting at which a quorum is present, and may take any action without a meeting upon the unanimous written consent of all members. All action by the Committee shall be evidenced by a certificate signed by the chairman or by the secretary to the Committee. The Committee shall appoint a secretary to the Committee who need not be a member of the Committee, and all acts and determinations of the Committee shall be recorded by the secretary, or under his supervision. All such records, together with such other documents as may be necessary for the administration of the Plan, shall be preserved in the custody of the secretary.
- 9.4 Rules and Decisions. All rules and decisions of the Committee shall be uniformly and consistently applied to all Eligible Employees and Participants under this Plan in similar circumstances and shall be conclusive and binding upon all persons affected by them. The Committee shall have absolute discretion in carrying out its duties under the Plan.
- 9.5 Authorization of Payments. Subject to the provisions hereof, it shall be the duty of the Committee to furnish the Trustee with all facts and directions necessary or pertinent to the proper disbursement of the Trust funds.
- 9.6 Books and Records. The records of the Employer shall be conclusive evidence as to all information contained therein with respect to the basis for participation in the Plan and for the calculation of Contributions, Profit Sharing Contribution, Retirement Contributions, Company Match Safe Harbor Contributions and Company Matching Contributions.

- 9.7 Perpetuation of the Committee. In the event that the Corporation shall for any reason cease to exist, then, unless the Plan is adopted and continued by a successor, the members of the Committee at that time shall remain in office until the final termination of the Trust, and any vacancies in the membership of the Committee caused by death, resignation, disability or other cause, shall be filled by the remaining member or members of the Committee.
- 9.8 Claim Procedure. The Committee shall establish a procedure for handling all claims by all persons. In the event any claim is denied, the Committee shall provide a written explanation to the person stating the reasons for denial.
- 9.9 Allocation or Reallocation of Fiduciary Responsibilities. The Named Fiduciary may allocate powers and responsibilities not specifically allocated by the Plan, or reallocate powers and responsibilities specifically allocated by the Plan, to designated persons, partnerships or corporations other than the Committee, and the members of the Committee may allocate their responsibilities under the Plan among themselves. Any such allocation, reallocation, or designation shall be in writing and shall be filed with and retained by the secretary of the Committee with the records of the Committee. Notwithstanding the foregoing, no reallocation of the responsibilities provided in the Trust to manage or control the Trust assets shall be made other than by an amendment to the Trust.
- 9.10 Plan Administrator. The Corporation shall be the Plan Administrator as described in ERISA.
- 9.11 Service of Process. The Corporation shall be the designated recipient of service of process with respect to legal actions regarding the Plan.

ARTICLE X
AMENDMENT AND TERMINATION

10.1 Amendment and Termination. While it is intended that the Plan shall continue in effect indefinitely, the Board may from time to time modify, alter or amend the Plan or the Trust, and may at any time order the temporary suspension or complete discontinuance of Profit Sharing Contributions or Company Match Safe Harbor Contributions or may terminate the Plan, provided, however, that

- (i) no such action shall make it possible for any part of the Trust assets (except such part as is used for the payment of expenses) to be used for or diverted to any purpose other than for the exclusive benefit of Participants or their Beneficiaries;
- (ii) no such action shall adversely affect the rights or interests of Participants theretofore vested under the Plan; and
- (iii) in the event of termination of the Plan or complete discontinuance of Profit Sharing Contributions or Company Match Safe Harbor Contributions hereunder, all rights and interests of Participants not theretofore vested shall become vested as of the date of such termination or complete discontinuance.

Any action permitted to be taken by the Board under the foregoing provision regarding the modification, alteration or amendment of the Plan or the Trust may be taken by the Chief Human Resources Officer of the Corporation, using its prescribed procedures, if such action

- (1) is required by law,
- (2) is required by collective bargaining, or
- (3) is estimated not to increase the annual cost of the Plan by more than \$5,000,000, or
- (4) is estimated not to increase the annual cost of the Plan by more than \$25,000,000, provided such action is approved and duly executed by the Chief Executive Officer of the Corporation.

Any action taken by the Board or Chief Human Resources Officer shall be made by or pursuant to a resolution duly adopted by the Board or Chief Human Resources Officer and shall be evidenced by such resolution or by a written instrument executed by such persons as the Board or Chief Human Resources Officer shall authorize for such purpose.

The Chief Human Resources Officer shall report to the Chief Executive Officer of the Corporation before January 31 of each year all action taken by it hereunder during the

preceding calendar year.

However, nothing herein shall be construed to prevent any modification, alteration or amendment of the Plan or of the Trust which is required in order to comply with any law relating to the establishment or maintenance of the Plan and Trust, including but not limited to the establishment and maintenance of the Plan or Trust as a qualified employee plan or trust under the Code, even though such modification, alteration, or amendment is made retroactively or adversely affects the rights or interests of a Participant under the Plan.

Except as permitted by Treasury Regulations, no Plan amendment or transaction having the effect of a Plan amendment (such as a merger, plan transfer or similar transaction) shall be effective to the extent it eliminates or reduces any "Section 411(d)(6) protected benefit" or adds or modifies conditions relating to "Section 411(d)(6) protected benefits," the result of which is a further restriction on such benefit, unless such protected benefits are preserved with respect to benefits accrued as of the later of the adoption date or effective date of the amendment. "Section 411(d)(6) protected benefits" are benefits described in Section 411(d)(6)(A) of the Code, which are early retirement benefits and retirement-type subsidies, and optional forms of benefit.

ARTICLE XI

MISCELLANEOUS

- 11.1 Non-Guarantee of Employment. Nothing contained in this Plan shall be construed as a contract of employment between an Employer and a Participant, or as a right of any Participant to be continued in the employment of his Employer, or as a limitation of the right of an Employer to discharge any Participant with or without cause.
- 11.2 Rights to Trust Assets. No Participant or any other person shall have any right to, or interest in, any part of the Trust assets upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the amounts due and payable to such person out of the assets of the Trust. All payments as provided for in this Plan shall be made solely out of the assets of the Trust and neither the Employer, the Trustee, nor any member of the Committee or the Named Fiduciary shall be liable therefor in any manner.
- The Employer shall have no beneficial interest of any nature whatsoever in any Employer Contributions after the same have been received by the Trustee, or in the assets, income or profits of the Trust, or any part thereof, except to the extent that forfeitures as provided in the Plan shall be applied to reduce the Employer Contributions.
- 11.3 Disclaimer of Liability. Neither the Trustee, the Employer, nor any member of the Committee or the Named Fiduciary shall be held or deemed in any manner to guarantee the funds of the Trust against loss or depreciation.
- 11.4 Non-Recommendation of Investment. The availability of any security hereunder shall not be construed as a recommendation to invest in such security. The decision as to the choice of investment of Contributions or Profit Sharing Contributions must be made solely by each Participant, and no officer or employee of the Corporation or the Trustee is authorized to make any recommendation to any Participant concerning the allocation of Contributions hereunder.
- 11.5 Indemnification of Committee. The Employer shall indemnify the Committee and the Named Fiduciary and each member thereof and hold them harmless from the consequences of their acts or conduct in their official capacity, including payment for all reasonable legal expenses and court costs, except to the extent that such consequences are the result of their own willful misconduct or breach of good faith.
- 11.6 Selection of Investments. The Trustee shall have the sole discretion to select investments for the various funds provided for herein even though the same may not be legal investments for trustees under the laws applicable thereto.
- 11.7 Non-Alienation. Except as otherwise provided herein, no right or interest of any Participant or Beneficiary in the Plan and the Trust shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, attachment, garnishment, execution, levy, bankruptcy, or any other disposition of any kind, either voluntary or involuntary, prior to actual receipt of payment by the person entitled to such right or interest under the provisions hereof, and any such disposition or

attempted disposition shall be void.

- 11.8 Facility of Payment. If the Committee has notice that a Participant entitled to a distribution hereunder, or his Beneficiary, is incapable of caring for his own affairs, because of illness or otherwise, the Committee may direct that any distribution from such Participant's Account may be made, in such shares as the Committee shall determine, to the spouse, child, parent or other blood relative of such Participant, or his Beneficiary, or any of them, or to such other person or persons as the Committee may determine, until such date as the Committee shall determine that such incapacity no longer exists. The Committee shall be under no obligation to see to the proper application of the distributions so made to such person or persons, and any such distribution shall be a complete discharge of any liability under the Plan to such Participant, or his Beneficiary, to the extent of such distribution.
- 11.9 Allocation in the Event of Advance Contributions. In the event that the Employer's tax deduction with respect to amounts contributed to the Plan pursuant to Articles III and IV for the months in the final quarter of a Plan Year results in such amounts being deemed advanced contributions of the Employer with respect to the taxable year of the Employer ending within such Plan Year, such amounts shall be considered allocated pursuant to Articles III and IV, as applicable, as of the last day of such taxable year.
- 11.10 Action by a Committee of the Board. Any action which is required or permitted to be taken by the Board under the Plan may be taken by the Compensation Committee of the Board or any other duly authorized committee of the Board designated under the By-Laws of the Corporation.
- 11.11 Qualified Domestic Relations Orders. Anything in this Plan to the contrary notwithstanding:
- (a) Alternate Payee's Accounts. An alternate payee under a domestic relations order determined by the Corporation to be a qualified domestic relations order (as defined in Code section 414(p)) shall have established and maintained for him separate Accounts similar to the Accounts of the Participant specified in the qualified domestic relations order. The alternate payee's Accounts shall be credited with his interest in such Participant's Accounts, as determined under the qualified domestic relations order. Notwithstanding the foregoing, if the amount allocated to the alternate payee exceeds the amount available in the Participant's Core Investment Fund Accounts, the Participant shall be required to transfer the remainder from the Self-Directed Brokerage Account into one or more of the Core Investment Funds prior to the date the funds are transferred to the alternate payee's separate Accounts. Subsection 6.2(c) and Sections 6.3, 6.4, and 6.5 shall apply to the alternate payee's Accounts as if the alternate payee were a Participant.
 - (b) Investment of Alternate Payee's Accounts. An alternate payee may on Timely Notice elect to reallocate or transfer all or any percentage portion of any of his Employee Accounts or Employer Accounts or both, consistent with subsection 6.1(a). An alternate payee's interest arising from this reallocation shall be invested in the Investment Funds in accordance with the Alternate Payee's directions. For purposes of subsection 6.1(b), any such reallocation shall be

treated as a reallocation in accordance with subsection 6.1(a).

- (c) Alternate Payee's Beneficiary. The Alternate Payee may designate on Timely Notice a beneficiary. If no such person is validly designated or if the designated person predeceases the alternate payee, the beneficiary of the Alternate Payee shall be his estate. The beneficiary of the Alternate Payee shall be accorded under the Plan all the rights and privileges of the Beneficiary of a Participant in the same manner as provided in Section 7.5 (except that no spousal consent shall be required). If the Alternate Payee does not designate a Beneficiary, or if the Beneficiary predeceases the Alternate Payee, benefits payable to the Alternate Payee which have not been distributed shall be paid to the Alternate Payee's estate.
 - (d) Distribution to Alternate Payee. An Alternate Payee shall be entitled to receive a distribution from the Plan in accordance with the Qualified Domestic Relations order relating to the Alternate Payee. Such distribution may be made only in a method provided in Section 7.5 and shall include only such amounts as have become vested.
 - (e) Vesting of Alternate Payee's Accounts. In the event that the Qualified Domestic Relations Order provides for all or part of the non-vested portion of the Participant's Employer Accounts to be credited to the Accounts of the Alternate Payee, such amounts shall vest and/or be forfeited at the same time and in the same manner as the Accounts of the Participant specified in the Qualified Domestic Relations Order; provided, however, that no forfeiture shall result to the Accounts of the Alternate Payee due to any distribution to or withdrawal by the Participant from his Accounts or any distribution to or withdrawal by the Alternate Payee from the vested portion of the Accounts of the Alternate Payee.
 - (f) Processing Fee. In the event a Qualified Domestic Relations Order is submitted to the Plan Administrator for review and processing, a processing fee of \$750 will be charged to the Participant per initial Qualified Domestic Relations Order for the Plan.
- 11.12 Compensation Limit. In addition to other applicable limitations which may be set forth in the Plan and notwithstanding any other contrary provision of the Plan, compensation taken into account under the Plan for a Plan Year shall not exceed the limit prescribed by Section 401(a)(17) of the Code.
- 11.13 Recovery of Overpayments. If it is determined that any amount paid to an individual under this Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given and such individual shall promptly repay the amount of the overpayment to the Plan. If such individual fails to repay the overpayment promptly, the Committee may, in its sole discretion, recover the amount of such overpayment from any monies then payable, or which may become payable to or on behalf of the individual, under this Plan. If insufficient payments are available for such recovery, the Employer, on behalf of the Plan, may, in its sole discretion, arrange to recover the amount of such overpayment from any monies in the form of wages or other benefits under other plans of the Employer which are then payable, or which may become payable, to such individual as permitted by law. Notwithstanding the foregoing,

the Plan in all cases reserves the right to pursue collection of any remaining overpayments if the above recovery efforts under this paragraph have failed.

ARTICLE XII
LIMITATIONS ON BENEFITS

12.1 Limitation on Annual Additions.

- (a) The annual addition with respect to any Participant for a Plan Year shall not exceed the lesser of: (i) \$49,000 (or such larger amount determined by the Secretary of the Treasury for purposes of Code section 415(c)(1)(A) pursuant to Code section 415(d)) or (ii) 100% of the Participant's Compensation for such Plan Year.

For purposes of this Section 12.1, all defined contribution plans of the Employer, whether or not terminated, shall be treated as one defined contribution plan. In addition, all employers who are members of the same controlled group of corporations (within the meaning of Code sections 414(b) and (c), as modified by section 415(h) of the Code) as the Corporation shall be treated as a single employer for purposes of this Section 12.1.

- (b) For purposes of this Section 12.1, annual addition means the sum of the following amounts allocable to a Participant's Account for a Plan Year:
- (1) contributions made by the Employer,
 - (2) contributions made by a Participant,
 - (3) reallocated forfeitures, if any, and
 - (4) any other amounts that are considered "annual additions" under Section 415(c)(2) of the Code.

In no event shall annual additions include rollover contributions made by a Participant in accordance with Section 3.3(d).

- (c) In any case where a Participant is, or has been, included in another retirement plan of an Employer, the limitation set forth herein shall be reduced to the extent required under Section 415 of the Code if the reduction is not accomplished under such other retirement plan.
- (d) If the annual additions for a Participant exceed the limits set forth in this Section 12.1 as a result of: (i) the allocation of forfeitures, (ii) a reasonable error in estimating a Participant's Compensation, (iii) a reasonable error in determining the amount of elective deferrals (within the meaning of Section 402(g)(3) of the Code) that may be made with respect to any individual under the limits of Section 415 of the Code, or (iv) other facts and circumstances which the Commissioner of the Service finds justifiable, the Committee shall correct such excess annual additions as permitted under Revenue Procedure 2008-50 or its successor to return to the Participant any After-Tax Contributions (including any earnings thereon to the extent permitted by law), Roth 401(k) Contributions

(including any earnings thereon to the extent permitted by law), and Before-Tax Contributions (including any earnings thereon to the extent permitted by law), (unmatched Contributions will be refunded first) for the Plan Year to the extent such return would reduce the excess amount in the Participant's Account. Any remaining excess attributable to Company Match Safe Harbor Contributions and, if necessary, Profit Sharing Contributions shall be held in a suspense account and used to reduce Employer Contributions for the next Plan Year (and succeeding Plan Years, as necessary) for such Participant. If such Participant is not covered under the Plan as of the end of any such Plan Year, the excess amount shall be held in a suspense account and used to reduce Employer Contributions for the next Plan Year (and succeeding Plan Years as necessary) for all remaining Participants.

- (e) Notwithstanding any provision to the contrary, the correction of any excess annual additions described in this Section 12.1 shall be interpreted and administered in compliance with Section 415 of the Code and the Treasury Regulations thereunder.

12.2 Plan Limit.

The amount of Employee Contributions for a Plan Year is limited to 12% of Code Section 401(a)(17) limit.

ARTICLE XIII

MERGER

No merger or consolidation with or transfer of any assets or liabilities to any other plan shall be made unless, upon completion thereof, the value of each Participant's Account shall immediately after said merger, consolidation, or transfer be equal to or greater than the value of the Participant's Account immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

XIII-1

APPENDIX A

LIST OF EMPLOYERS AND PARTICIPATING UNITS

List of Employers and Participating Units

Avent, Inc.

All salaried employees of this Employer, and all hourly employees at former Tecnol, Inc. locations, including those on temporary assignment at other Employers or in other classifications, but excluding employees on temporary assignment from another Employer or classification.

Jackson Products, Inc.

All salaried and hourly employees of this Employer, including those on temporary assignment at other Employers or in other classifications, but excluding employees on temporary assignment from another unit, Employer or classification.

Kimberly-Clark Corporation

All salaried employees of this Employer, and hourly organized employees at Conway Mill, including those on temporary assignment at other Employers or in other classifications, but excluding employees on temporary assignment from another unit, Employer or classification.

Beech Island Mill: All hourly employees of this unit, including those on temporary assignment in other classifications or at other units or Employers, but excluding employees on temporary assignment from another unit, Employer or classification.

Berkeley Mill: All hourly employees of this unit, including those on temporary assignment in other classifications or at other units or Employers, but excluding employees on temporary assignment from another unit, Employer or classification.

New Milford Mill: All hourly employees of this unit, including those on temporary assignment in other classifications or at other units or Employers, but excluding employees on temporary assignment from another unit, Employer or classification.

San Antonio Plant: All hourly employees of this unit located at San Antonio, Texas, including those on temporary assignment in other classifications or at other units or Employers, but excluding employees on temporary assignment from another unit, Employer or classification.

Kimberly-Clark Financial Services, Inc.

All salaried employees of this Employer, including those on temporary assignment at other Employers or in other classifications, but excluding employees on temporary assignment from another Employer or classification.

List of Employers and Participating Units

Kimberly-Clark Global Sales, LLC

All salaried employees of this Employer, or its predecessor Kimberly-Clark Global Sales, Inc., including those on temporary assignment at other Employers or in other classifications, but excluding employees on temporary assignment from another Employer or classification.

Kimberly-Clark International Services Corporation

All salaried employees of this Employer except those who transfer to a less than 80% owned foreign subsidiary.

Kimberly-Clark Pennsylvania, LLC

All salaried employees of this Employer, but excluding employees on temporary assignment from another unit, Employer or classification.

Kimberly-Clark Services Inc.

All salaried employees of this Employer, including those on temporary assignment at other Employers or in other classifications, but excluding employees on temporary assignment from another Employer or classification.

Kimberly-Clark Worldwide, Inc.

All salaried employees of this Employer, including those on temporary assignment at other Employers or in other classifications, but excluding employees on temporary assignment from another Employer or classification.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 26, 2009, relating to the consolidated financial statements and financial statement schedule of Kimberly-Clark Corporation and subsidiaries (the "Corporation") (which report expresses an unqualified opinion on those consolidated financial statements and the related financial statement schedule and includes an explanatory paragraph regarding changes in the methods of accounting for fair value measurements on January 1, 2008, and uncertainties in income taxes on January 1, 2007) and the effectiveness of the Corporation's internal control over financial reporting, appearing in the Annual Report on Form 10-K of the Corporation for the year ended December 31, 2008.

/s/ Deloitte & Touche LLP
Dallas, Texas
December 21, 2009

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint Mark A. Buthman, Steve E. Voskuil, Thomas J. Mielke and Randy J. Vest, and each of them, with full power to act alone, the undersigned's true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for the undersigned and in the undersigned's name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of shares of the Corporation's common stock, \$1.25 par value, to be granted under and in accordance with the Kimberly-Clark Corporation 401(k) and Profit Sharing Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ John R. Alm

John R. Alm

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint Mark A. Buthman, Steve E. Voskuil, Thomas J. Mielke and Randy J. Vest, and each of them, with full power to act alone, the undersigned's true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for the undersigned and in the undersigned's name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of shares of the Corporation's common stock, \$1.25 par value, to be granted under and in accordance with the Kimberly-Clark Corporation 401(k) and Profit Sharing Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ Dennis R. Beresford

Dennis R. Beresford

POWER OF ATTORNEY

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IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ John F. Bergstrom
John F. Bergstrom

POWER OF ATTORNEY

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IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ Abelardo E. Bru

Abelardo E. Bru

POWER OF ATTORNEY

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IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ Robert W. Decherd

Robert W. Decherd

POWER OF ATTORNEY

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IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ Thomas J. Falk

Thomas J. Falk

POWER OF ATTORNEY

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IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ Mae C. Jemison

Mae C. Jemison

POWER OF ATTORNEY

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IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ James M. Jenness

James M. Jenness

POWER OF ATTORNEY

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IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ Ian C. Read

Ian C. Read

POWER OF ATTORNEY

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IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ Linda Johnson Rice
Linda Johnson Rice

POWER OF ATTORNEY

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IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ Marc J. Shapiro
Marc J. Shapiro

POWER OF ATTORNEY

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IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 2009.

/s/ G. Craig Sullivan

G. Craig Sullivan