

TITLE OWNERSHIP CERTIFICATE

STATE OF IDAHO §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BENEWAH §

This Title Ownership Certificate is executed and recorded to evidence that KIMBERLY-CLARK CORPORATION, a Delaware corporation ("**KC**"), is the owner of the below described Property located in Benewah County, Idaho. KC, acting through its authorized officer executing below under oath, does hereby certify that the following facts are true and correct, and that title to the below described Property is vested in KC by virtue of the following:

1. Scott Paper Company, a Pennsylvania corporation ("**Scott Paper**"), acquired title to that certain property located in Benewah County, Idaho as more particularly described on **Exhibit "A"** attached hereto (the "**Property**") pursuant to that certain Warranty Deed ("**Scott Deed**") dated June 8, 1968 recorded in Book 100, Page 76 of the Deed Records of Benewah County, Idaho. A true and correct copy of the Scott Deed as contained in the books and records of KC kept in the ordinary course of business is attached hereto as **Exhibit "B"**.
2. Scott Paper subsequently became a wholly owned subsidiary of KC and legally changed its name to Kimberly-Clark Tissue Company ("**KCTC**") pursuant to the Articles of Amendment-Domestic Business Corporation ("**Articles of Amendment**") filed with the Department of State of the Commonwealth of Pennsylvania on February 14, 1996. A true and correct copy of the Articles of Amendment as contained in the books and records of KC kept in the ordinary course of business is attached hereto as **Exhibit "C"**.
3. Pursuant to that certain Assignment and Assumption Agreement (Omnibus) dated December 31, 2000 ("**Omnibus Assignment**"), all rights, titles and interests of KCTC in and to its real, personal, tangible and intangible assets were transferred to KC, including all of the real estate owned by KCTC and all other assets of KCTC of whatsoever kind or nature. A true and correct copy of the Omnibus Assignment as contained in the books and records of KC kept in the ordinary course of business is attached hereto as **Exhibit "D"**.
4. One of the real property assets which was held by KCTC was the Property and all mineral rights, water rights and other rights, titles, interests, privileges, and appurtenances related thereto.
5. As a result of the above, title to the Property and all such mineral rights, water rights and other rights, titles, interests, privileges, and appurtenances are now vested in and owned by KC.

Kimberly-Clark Corporation
1400 Holcomb Bridge Road
Roswell, GA 30076
Attn: Director-Real Estate
(770) 587-8300

By:

Title: Director-Real Estate



Notary Public, State of Texas

 **MICHELE ANN BARTLETT**
Notary Public, State of Texas
My Commission Expires
November 30, 2013

EXHIBIT "A"

Description of Property

All that certain real property situated in Benewah County, Idaho, being portions of Sections 25 and 26 Township 44 North Range 1 West Boise Meridian, and being more particularly described as follows:

Parcel 1

Beginning at a point on the northerly right-of-way line of the C.M.St. P&P. R.R., said point being on the section line common to said sections 25 and 26 from which the northerly corner common to said sections bears N 0°37'05" E, 1441.15 feet; thence from said point of beginning N52°33' W along said right-of-way 737.64 feet; thence along a tangent curve to the left, the chord of which bears N53°12'47" W, 69.00 feet; thence leaving said right-of-way N50°48'05" E, 260.97 feet; thence N 0°37'05" E parallel to said section line 427.80 feet to the southerly right-of-way line of Idaho State Highway No. 3; thence southeasterly along said right-of-way as follows; S 85°52' E, 140.04 feet, S 4°08' E, 10.00 feet, and S 85°52' E 156.46 feet to a point on the previously described section line; thence leaving said right-of-way line S 0°37'05" W along said section line 1,050.45 feet to the point of beginning and containing 9.96 acres more or less, and being situated in the NE¼ of said Section 26.

Parcel 2

Beginning at a point on the northerly right-of-way line of the C.M.St. P&P. R.R., said point being on the section line common to said Sections 25 and 26 from which the northerly corner common to said Sections bears N 0°37'05" E, 1441.15 feet; thence from said point of beginning N 0°37'05" E 1050.45 feet to a point on the southerly right-of-way line of Idaho State Highway No. 3; thence S 85°52' E along said right-of-way 170.86 feet; thence southeasterly along said right-of-way and along a tangent curve to the right having a radius of 2825.0 feet, an arc distance of 1464.61 feet to a point on said right-of-way line from which said northerly Section corner bears N 33°11'30" E, 1058.23 feet and S 89°41'30" W, 2115.31 feet; thence leaving said right-of-way line S 33°11'30" W, 1397.16 feet to a point on the northerly line of said C. M. St. P&P. R&R. right-of-way; thence N 52°33' W along said right-of-way 990.54 feet to the point of beginning and containing 37.17 acres, more or less, and being situated in the NW¼ of said Section 25.

Parcel 3

Beginning at a point on the northerly right-of-way line of the C.M.St. P&P. R.R., said point being on the section line common to said Sections 25 and 26 from which the northerly corner common to said Sections bears N 0°37'05" E, 1556.07 feet; thence from said point of beginning S 52°33' E along said right-of-way 923.06 feet; thence leaving said right-of-way line S 33°11'30" W, 102 feet, more or less to the northerly high water line of the St. Maries River; thence north westerly along said high water line to a point which bears S 0°37'05" W, 105 feet, more or less, from the point of beginning; thence N 0°37'05" E, 105 feet more or less to the point of beginning and containing an area of 2.10 acres, more or less, and being situated in the NW¼ of Section 25.

EXHIBIT "B"

Scott Deed

See Attached

WARRANTY DEED

THIS INDENTURE, Made this 8th day of June 1968 between
TYSON CREEK MILL COMPANY, a corporation duly organized and existing
under the laws of the State of Idaho and having its principal office in Idaho at
Santa, in the County of Benewah, party of the first part, and SCOTT PAPER
COMPANY, a Pennsylvania corporation, duly qualified and authorized to do
business in the State of Idaho and having its principal place of business in
Idaho at St. Maries, County of Benewah State of Idaho, party of the second
part,

WITNESSETH, That the said party of the first part, having been
hereunto duly authorized by resolutions of its Shareholders and of its Board
of Directors, for and in consideration of the sum of TEN AND NO/100
DOLLARS (\$10.00) lawful money of the United States of America, and other
good and valuable consideration, to it in hand paid by the said party of the
second part, the receipt whereof is hereby acknowledged, has granted,
bargained, and sold, and by these presents does grant, bargain, sell, convey,
and confirm unto the said party of the second part, and to its successors and
assigns forever, all the following described real estate situated in the
County of Benewah, State of Idaho, to-wit:

All that certain real property situated in Benewah County, Idaho, being portions
of Sections 25 and 26 Township 44 North Range 1 West Boise Meridian, and being
more particularly described as follows:

PARCEL 1

Beginning at a point on the northerly right-of-way line of the C.M.St. & P.
R.R., said point being on the section line common to said sections 25 and 26 from
which the northerly corner common to said sections bears N 0°37'05" E, 1441.15
feet; thence from said point of beginning N52°33' W along said right-of-way 737.64
feet; thence along a tangent curve to the left, the chord of which bears N53°12'47"
W, 69.00 feet; thence leaving said right-of-way N50°48'05" E, 260.97 feet; thence
W 0°37'05" E parallel to said section line 427.80 feet to the southerly right-of-
way line of Idaho State Highway No. 3; thence southeasterly along said right-of-way
as follows; S 85°52' E, 140.04 feet, S 4°08' E, 10.00 feet, and S 85°52' E 156.46
feet to a point on the previously described section line; thence leaving said right-
of-way line S 0°37'05" W along said section line 1,900.45 feet to the point of
beginning and containing 9.96 acres more or less, and being situated in the NE $\frac{1}{4}$
of said Section 26.

PARCEL 2

Beginning at a point on the northerly right-of-way line of the C.M.St. P&P. R.R., said point being on the section line common to said Sections 25 and 26 from which the north rly corner common to said Sections bears N 0°37'05" E, 1441.15 feet; thence from said point of beginning N 0°37'05" E 1050.45 feet to a point on the southerly right-of-way line of Idaho State Highway No. 3; thence S 85°52' E along said right-of-way 170.86 feet; thence south westerly along said right-of-way and along a tangent curve to the right having a radius of 2825.0 feet, an arc distance of 1464.61 feet to a point on said right-of-way line from which said north rly Section corner bears N 33°11'30" E, 1058.23 feet and S 89°41'30" W, 2119.31 feet; thence leaving said right-of-way line S 33°11'30" W, 1397.16 feet to a point on the northerly line of said C. M. St. P&P. R.R. right-of-way; thence N 52°33' W along said right-of-way 990.54 feet to the point of beginning and containing 37.17 acres, more or less, and being situated in the NW $\frac{1}{4}$ of said Section 25.

PARCEL 3

Beginning at a point on the southerly right-of-way line of the C.M.St. P&P. R.R., said point being on the section line common to said Sections 25 and 26 from which the northerly corner common to said sections bears N 0°37'05" E, 1556.07 feet; thence from said point of beginning S 52°33' E along said right-of-way 923.06 feet; thence leaving said right-of-way line S 33°11'30" W, 102 feet more or less to the northerly high water line of the St. Maries River; thence north westerly along said high water line to a point which bears S 0°37'05" W, 105 feet, more or less, from the point of beginning; thence N 0°37'05" E, 105 feet more or less to the point of beginning and containing an area of 2.10 acres, more or less, and being situated in the NW $\frac{1}{4}$ of Section 25.

TOGETHER WITH all water, water rights, ditches and rights-of-way for ditches appurtenant thereto or in anywise appertaining.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and

profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the party of the first part.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to its successors and assigns forever. And the said party of the first part, and its successors, the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against the said party of the first part, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolutions the day and year first above written.

TYSON CREEK MILL COMPANY

ATTEST:

By

W. B. Harvey
President

Margaret Harvey
Secretary

STATE OF IDAHO)
) ss.
County of Benewah)

On this 12th day of June 1968, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared W. B. Harvey and Margaret Harvey known to me to be the President and Secretary, respectively, of TYSON CREEK MILL COMPANY, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

WARRANTY DEED - 3

Com. to expire 7-29-69 Notary Public for the State of Idaho
C. A. Harvey

114518

✓
INDEXED

STATE OF TEXAS,
County of Bexar, ss:

I, the undersigned, Clerk of the County,

do hereby certify that the within and foregoing
is the true and correct copy of the original
as the same appears from the records of the
County of Bexar, Texas, and recorded in Book 100
at page 76.

Given under my hand and the seal of the County
at Austin, Texas, this 10th day of May, 1900.

Clerk of the County

100-100

EXHIBIT "C"

Articles of Amendment

See Attached

9612-597

FEB 14 1998

Microfilm Number _____

Filed with the Department of State on _____

Entity Number 322167Secretary of the Commonwealth Z

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION

DSCB:15-1018 (Rev 91)

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: Scott Paper Company

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

Industrial Highway	Phila.	PA	19113	Delaware
(a) <u>at Tinicum Island Road</u>	City	State	Zip	County
Number and Street				

(b) c/o: _____ County _____
Name of Commercial Registered Office Provider

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: Business Corporation Law of 1988

4. The date of its incorporation is: November 29, 1922

5. (Check, and if appropriate complete, one of the following):

☒ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

☐ The amendment shall be effective on: _____ at _____
Date Hour

6. (Check one of the following):

☐ The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).

☒ The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

7. (Check, and if appropriate complete, one of the following):

☐ The amendment adopted by the corporation, set forth in full, is as follows:

☒ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

FEB 14 98

PA Dept. of State

7012-598

DSCB:15-1915 (Rev 91)-2

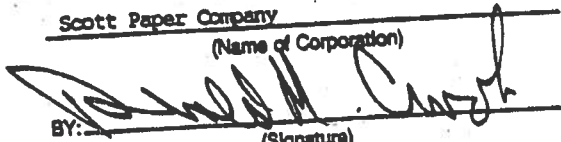
8. (Check if the amendment restates the Articles):

☒ The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 1st day of February, 19 96.

Scott Paper Company

(Name of Corporation)

BY: 

(Signature)

TITLE: VICE PRESIDENT

9612-599

EXHIBIT A

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
KIMBERLY-CLARK TISSUE COMPANY**

- FIRST.** The name of the Corporation is Scott Paper Company and shall now be changed to Kimberly-Clark Tissue Company.
- SECOND.** The name of its commercial registered officer provider is CT Corporation System and the county of venue is Delaware.
- THIRD.** The corporation is incorporated under the provisions of the Business Corporation Law of 1988.
- FOURTH.** The purpose or purposes for which the Corporation is incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania are to engage in, and to do any lawful act concerning, any or all lawful business for which corporations may be incorporated under said Business Corporation Law, including but not limited to, manufacturing, owning, using and dealing in personal property of every class and description, and acquiring, owning, using and disposing of real property of any nature whatsoever.
- FIFTH.** The term for which the Corporation is to exist is perpetual.
- SIXTH.** The authorized capital stock of the Corporation shall be 100 Common Shares, without par value.
- SEVENTH.** The Corporation may issue shares, option rights or securities having conversion or option rights, without first offering them to shareholders of any class or classes.
- EIGHTH.** The Board of Directors of the Corporation shall have authority to determine the character and value of the consideration for which shares having no par value shall be issued.
- NINTH.**
1. Directors and Officers as Fiduciaries. A director or officer of the Corporation shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a director or officer, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a director or officer shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by: one or more officers or employees of the Corporation whom the director or officer reasonably believes to be reliable and competent with respect to the matters presented; counsel,

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public accountants or other persons as to matters that the director or officer reasonably believes to be within the professional or expert competence of such person; or a committee of the Board of Directors upon which the director or officer does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the directors or officer reasonably believes to merit confidence. A director or officer shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a director or officer of the Corporation or any failure to take any action shall be presumed to be in the best interests of the Corporation.

2. Personal Liability of Directors. A director of the Corporation shall not be personally liable, as such, for monetary damages (including, without limitation, any judgment, amount paid in settlement, penalty, punitive damages or expense of any nature (including, without limitation, attorneys' fees and disbursements)) for any action taken, or any failure to take any action, unless the director has breached or failed to perform the duties of his or her office under these Articles, the bylaws or applicable provisions of law, and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

3. Personal Liability of Officers. An officer of the Corporation shall not be personally liable, as such, to the Corporation or its shareholders, for monetary damages (including, without limitation, any judgment, amount paid in settlement, penalty, punitive damages or expense of any nature (including, without limitation, attorneys' fees and disbursements)) for any action taken, or any failure to take any action, unless the officer has breached or failed to perform the duties of his or her office under these Articles, the bylaws or applicable provisions of law, and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

4. Interpretation of Article. The provisions of Sections 2 and 3 of this Article NINTH shall not apply to the responsibility or liability of a director or officer, as such, pursuant to any criminal statute or for the payment of taxes pursuant to local, state or federal law. The provisions of this Article NINTH were adopted pursuant to the authority of the Pennsylvania Business Corporation Law, shall be effective as to any act or failure to act occurring on or after April 21, 1987, shall be deemed to be a contract with each director or officer of the Corporation who serves as such at any time while this Article is in effect, and each person who serves as a director or officer of the Corporation while this Article is in effect shall be deemed to be doing so in reliance on the provisions of this Article. The provisions of this Article are cumulative of and shall be in addition to and independent of any and all other limitations on the liabilities of directors or officers of the Corporation, as such, or rights of indemnification by the Corporation, to which a director or officer of the Corporation may be entitled, whether such limitations or rights arise under or are created by any statute, rule of law, bylaw,

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agreement, vote of shareholders or directors or otherwise. No amendment to or repeal of this Article NINTH, nor the adoption of any provision of these Articles inconsistent with this Article, shall apply to or have any effect on the liability or alleged liability of any director or officer of the Corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment, repeal or adoption of an inconsistent provision. In any action, suit or proceeding involving the application of the provisions of this Article NINTH, the party or parties challenging the right of a director or officer to the benefits of this Article shall have the burden of proof.

TENTH. Authority to make, alter, amend, and repeal the bylaws is hereby vested in the Board of Directors, subject to the power of the shareholders to change or repeal such bylaws.

EXHIBIT "D"

Omnibus Assignment

See Attached

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Omnibus)

This Assignment and Assumption Agreement (this "Agreement"), by and between Kimberly-Clark Corporation, a Delaware corporation ("Parent") and Kimberly-Clark Tissue Company, a Pennsylvania corporation ("Subsidiary"), is made effective as of December 31, 2000 (the "Effective Date").

RECITALS:

- A. WHEREAS, Subsidiary was formerly known as Scott Paper Company and it changed its name to Kimberly-Clark Tissue Company by amending its corporate charter effective February 14, 1996.
- B. WHEREAS, on December 31, 1999, the Subsidiary adopted a Plan of Complete Liquidation and Dissolution (the "Plan") in accordance with the provisions of the Pennsylvania Business Corporation Law of 1988, as amended (the "BCL") and in conformity with the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code").
- C. WHEREAS, pursuant to the Plan, (i) Parent has agreed to assume all of the known and unknown liabilities of the Subsidiary and (ii) all of the rights, titles, and interests of the Subsidiary in and to its real, personal, tangible, and intangible assets will, to the extent not otherwise disposed of, be transferred to Parent.
- D. WHEREAS, Parent and Subsidiary desire to enter into this Agreement to reflect (i) that all of the Assets (as defined below) of the Subsidiary have been transferred to the Parent and (ii) that the Parent has assumed all of the Assumed Obligations (as defined below).

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent and Subsidiary hereby agree as follows:

- 1. Assignment of Assets. As used herein, the term "Assets" means all rights, titles, and interests of Subsidiary in and to all assets of the Subsidiary, whether real or personal, tangible or intangible, including without limitation, all of the following to the extent they exist:

FILE COPY

- a. All of the real property owned by, and all rights to use any real property possessed by, Subsidiary, including without limitation easements, leases, licenses, and permits;
- b. All of the equipment, machinery, computers, work stations, vehicles, furniture, fixtures and furnishings owned by the Subsidiary;
- c. The Subsidiary's interest in and benefits under all personal property leases to which the Subsidiary is a party;
- d. All of the Subsidiary's inventories of supplies, raw materials, parts, finished goods, work-in-process, product prototypes and developments, product labels and packaging materials, and the Subsidiary's interest in and benefits under all orders or contracts for the purchase of supplies, raw materials, parts, product labels and packaging materials;
- e. The Subsidiary's interest in and benefits under all licenses, contracts or agreements including all unfilled or uncompleted customer contracts, commitments or purchase or sales orders received and accepted by the Subsidiary to which the Subsidiary is a party;
- f. All originals (or copies, if originals are unavailable) of documents or other tangible materials embodying technology or intellectual property rights owned by, licensed to or otherwise controlled by the Subsidiary, including, without limitation all software programs (including both source and object codes) and related documentation for software;
- g. All rights in patents, patent applications, trademarks, service marks, trade names, copyrights, mask works, trade secrets, and other intellectual property rights owned by, licensed to or otherwise controlled by the Subsidiary;
- h. All of the Subsidiary's "know-how" (not necessarily proprietary);
- i. All of the Subsidiaries' books, records and other documents and information, including, without limitation, all customer, prospect, dealer and distributor lists, sales literature, inventory records, purchase orders and invoices, sales orders and sales order log books, customer information, commission records, correspondence, employee payroll and personnel records, product data, material safety data sheets, price lists, product demonstrations, quotes and bids and all product catalogs and brochures;
- j. All accounts or notes receivable (including intra-company accounts, if any) owing to the Subsidiary;

- k. All permits, licenses and other governmental approvals held by the Subsidiary, to the extent they are assignable;
- l. All prepaid expenses and deposits made by the Subsidiary;
- m. Any rights to any recovery or other payments to be received by the Subsidiary arising out of litigation that is pending as of or commenced after the Effective Date;
- n. The rights of the Subsidiary to make a claim under or receive benefits under all insurance policies of the Subsidiary;
- o. The goodwill (including all goodwill associated with and symbolized by the name or names used in the business of the Subsidiary) and all related tangibles and intangibles which the Subsidiary uses; and
- p. All other assets of the Subsidiary of whatsoever kind or nature that are not otherwise identified in this Section 1.

Subsidiary hereby sells, transfers and assigns to Parent all of Subsidiary's right, title and interest in and to the Assets.

2. No Excluded Assets. It is the intention of Parent and Subsidiary that all assets of Subsidiary will be transferred to Parent and from and after the Effective Date the Subsidiary will have no assets of any kind.

3. Assumption of Obligations. Parent hereby assumes, agrees to be fully responsible for, and shall perform, any and all obligations and liabilities of Subsidiary including without limitation all liabilities and obligations relating to, or arising out of the Assets (collectively, the "Assumed Obligations").

4. No Excluded Liabilities. It is the intention of Parent and Subsidiary that all liabilities and obligations of Subsidiary, whether known or unknown, and whether existing on or arising after the Effective Date, will be assumed by Parent, and from and after the Effective Date the Subsidiary will have no liabilities or obligations that have not been assumed by Parent.

5. Indemnification. Parent hereby agrees to indemnify and hold Subsidiary harmless from any and all costs, expenses, liabilities and damages arising out of or relating to the Assumed Obligations, whether or not arising prior to, on, or after the Effective Date.

6. Further Assurances. To the extent it is ever determined by Parent that it is necessary or advisable to prepare, file, publish, or deliver any further applications, registrations, agreements, evidences of title, deeds, assignments, certificates or

any other document or instrument of any nature what so ever, (collectively, the "Further Assurance Documents") to perfect or further reflect the assignment of the Assets to and the assumption of the Assumed Obligations by, Parent, the parties agree that from and after the Effective Date any officer, employee, or representative of Parent with the authority to sign any such Further Assurances Documents on behalf of Parent may execute any such Further Assurances Documents on behalf of the Subsidiary as an authorized representative thereof.

7. Miscellaneous.

- a. Amendments. This Agreement may be amended or modified from time to time, but only by a written instrument executed by all parties hereto.
- b. Entire Agreement. This Agreement contains the entire understanding of the parties respecting the subject matter hereof and supersedes all prior discussions and understandings.
- c. Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, legal representatives, successors and assigns.
- d. Governing Law. This Agreement shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania.
- e. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be severable and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
- f. Headings. The headings in this Agreement are for purposes of reference only and shall not be considered in construing this Agreement.
- h. Gender. Whenever the singular number or term is used herein, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.
- i. Counterparts. The Agreement may be executed in multiple counterparts, and shall be effective when all parties have executed at least one copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above but to be effective as of the Effective Date.

PARENT:

Kimberly-Clark Corporation

By: John W. Donohew
John W. Donohew
Senior Vice President and
Chief Financial Officer

SUBSIDIARY:

Kimberly-Clark Tissue Company

By: Ronald D. Mc Cray
Ronald D. Mc Cray
Vice President and Secretary