Kimberly-Clark

Your Salaried and Hourly Pension Plan (Kimberly-Clark Corporation)

Summary Plan Description

Contents

Introduction

The Kimberly-Clark Corporation Pension Plan

This material constitutes your Summary Plan Description (SPD) of the Kimberly-Clark Corporation Pension Plan (the Plan) in effect on January 1, 2013. It describes the Plan as it applies to eligible active salaried and hourly employees listed under the "Eligibility Chart" in the "Appendix," as well as retired and terminated deferred participants on and after July 1, 1997.

This SPD is intended to be a brief description and, as such, cannot present all the details of eligibility, benefits, and other Plan provisions. In all cases, the provisions of the formal Plan document govern. No description in this SPD is intended to change anything in the Plan or to affect any rights under it.

Plan History

- Prior to March 1, 1996, eligible employees of Scott Paper Company (Scott) were participants in the Scott Paper Company Retirement Plan for Salaried Employees. Coincident with the merger with Kimberly-Clark Corporation (Kimberly-Clark, K-C, or the Company), Scott became Kimberly-Clark Tissue Company.

- Effective March 1, 1996, Kimberly-Clark Tissue Company became the sponsor of the Plan and the Plan was renamed the Kimberly-Clark Tissue Company Pension Plan for Salaried Employees.

- Effective December 31, 1998, the Kimberly-Clark Tissue Company Pension Plan for Salaried Employees was merged and became part of this Plan (the Kimberly-Clark Corporation Pension Plan).

- Effective December 31, 2009, this Plan was frozen.

Plan Features

The following are features of this Plan:

- **Normal Retirement:** At age 65, or later, after completing five years as a participant in the Plan.

- **Early Retirement:** After completing five years of vesting service, and attaining at least age 55.

- **Disability Retirement:** After completing five or more years of vesting service, and presenting a Disability Insurance Benefit award letter under the Federal Social Security Act (award letter) stating that your disability began during your employment with the Company (effective June 1, 2006).

- **Vested Retirement:** Allowance after completing five years of vesting service.

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Joint and Survivor Annuities.

- **Optional Years Certain and Life Benefit Option**.
- **Social Security Level Income Variation:** At early retirement (not disability retirements).
- **Pre-Retirement Death Coverage:** For surviving spouse of a deferred participant.
- **Automatic Survivor Benefit:** For surviving spouse of an eligible active employee.

Eligibility

Employee Eligibility

You were eligible to participate in this Plan on your date of hire if you were a:

- Regular full-time K-C salaried or non-organized hourly paid employee before January 1, 1997 who was hired into one of the employee groups listed under the "Eligibility Chart" in the "Appendix" (K-C employees hired on or after January 1, 1997 aren't eligible for membership in the Plan); or

- Salaried employee of Scott Paper Company who was hired before January 1, 1995 into one of the employee groups listed under the "Eligibility Chart" in the "Appendix" (Scott Paper Company and Kimberly-Clark Tissue Company employees hired on or after January 1, 1995 aren't eligible for membership in the Plan).

This Plan was frozen effective December 31, 2009.

Service

What Service Means

The Plan uses your service with K-C and predecessor companies for which K-C gave prior service credit to determine what benefit you'll receive. The Plan counts two types of service:

- Vesting service; and
- Benefit service.

Vesting Service

The Plan counts your years of vesting service with K-C (including former Scott and Combined Employment) to determine if you're eligible to receive a benefit from the Plan. The Plan counts your vesting service from your date of hire. Vesting service consists of:

- Your continuous employment with the Company prior to your severance date; plus
- Periods restored under a break-in-service (including certain authorized leaves of absence and parental absences).

The Plan credits you with one year of vesting service for each calendar year in which you complete 1,000 hours of service. You don't receive vesting credit for any partial calendar years during which you worked less than 1,000 hours. Prior to January 1, 1976, the Plan credited you with vesting service according to the Plan that was in effect immediately before 1976.

If you're a Scott heritage salaried employee, a different definition of vesting service applies for the service you earned prior to January 1, 2000. See "Grandfathered Benefit" under the "Provisions for Scott Heritage Employees" section for more information.

Military Service

Vesting service includes the period of time required by law that you spend in the uniformed services of the United States, provided you resume employment with K-C within the time period after becoming eligible for discharge or release from the U.S. uniformed services, during which your reemployment rights are protected by law.

Additionally, under the Heroes Earnings Assistance Relief Tax (HEART) Act, if you die while on military leave, your beneficiary will receive any additional benefits required by the HEART Act that would have been provided to you had you resumed employment prior to your death. This includes vesting and ancillary death benefits, but not additional accruals.

Benefit Service

The Plan uses your years of benefit service (including Scott credited employment prior to January 1, 1995) to calculate the amount of your benefit. The Plan counts your benefit service from your date of hire and uses your benefit service in various formulas to calculate your benefit from the Plan.

The Plan credits you with one year of benefit service for every year you completed the hours of service required to perform your job on a full-time basis during that year. Hours of service are hours you worked for K-C or a predecessor company for which K-C gave prior benefit service credit.

The Plan credits you with hours of service for time away from work due to:

- Vacation;
- Holidays;
- Sick days;
- Other periods of absence specified by the Benefits Administration Committee (Committee); and
- Time off for military service to the extent required by law.

The Plan doesn't credit you with more hours than you would have regularly received during a 12-month work schedule. In addition, for termination dates on and after September 27, 1995, if you completed less than 2,080 hours of service during a calendar year, you're credited with a fractional year of benefit service for that calendar year.

If, during Pension Choice, you chose the Kimberly-Clark Corporation Retirement Contribution Plan (RCP) for future benefits, your benefit service under this Plan was frozen as of June 30, 1997. Going forward, this Plan considers your frozen benefit service as your "Past Service Benefit," and includes this period of frozen benefit service when calculating your benefit. "Past Service Benefit" is further defined under "Impact of Pension Choice" under this section. **Please Note:** Your RCP account is now part of the 401(k) and Profit Sharing Plan.

For purposes of this Plan, all Scott heritage salaried employees had their benefit service under this Plan frozen as of January 1, 1995.

Break-in-Service

The Plan counts your continuous service with K-C. A break-in-service interrupts the vesting service and benefit service you earn toward your benefit. Any break-in-service may affect your right to receive a benefit.

You're considered to have a break-in-service if you terminate employment and you worked 500 hours or less during the year you terminate, or in a subsequent calendar year, unless you were absent due to certain approved leaves such as illness, military service, or maternity leave.

If you completed less than five years of vesting service before your break-in-service, you forfeit the vesting service you earned before the break. However, the Plan recredits your service if you completed at least one year of vesting service before the break and you returned to the Company and completed one year of vesting service after the break. Additionally, if you returned to the Company and because of a total and permanent disability or death you didn't complete one year of vesting service after the break, your service is recredited.

If you completed five years of vesting service before your break-in-service, you don't forfeit the vesting service you earned before the break.

If you're a Scott heritage salaried employee, you have different rules for breaks-in-service that ended prior to January 1, 2000. See "Grandfathered Benefit" under the "Provisions for Scott Heritage Employees" section for more information.

Break-in-Service and Pension Choice

As of January 1, 2010, you participate in the 401(k) and Profit Sharing Plan (prior to that date, you participated in the Kimberly-Clark Corporation Retirement Contribution Plan [RCP]) if:

- During Pension Choice, you elected to stay in this Plan;
- You subsequently terminated employment; and
- You were rehired by Kimberly-Clark after December 31, 1996.

Your vesting service continues to accrue. Any subsequent adjustments in earnings (through December 31, 2009) are used to calculate the portion of your benefit under this Plan. (See "Impact of Pension Choice" under this section for more information). However, you're not eligible to accrue additional benefit service under this Plan.

Impact of Pension Choice

If, during Pension Choice, you elected the RCP when it was offered:

- You became a participant in the RCP beginning July 1, 1997 (effective January 1, 2010, your RCP account became part of the 401(k) and Profit Sharing Plan);
- Your benefit service under this Plan was frozen as of June 30, 1997 (as a result you haven't accrued any additional periods of benefit service under this Plan since June 30, 1997);
- Your earnings used to calculate a benefit under this Plan were not frozen until December 31, 2009; and
- Your vesting service used for eligibility and vesting under this Plan was not frozen (as a result, you continue to accrue vesting service under this Plan as you continue working for the Company).

This means that, if you elected the RCP, you'll be eligible to receive a retirement benefit from this Plan and from the 401(k) and Profit Sharing Plan.

Your retirement allowance under this Plan (Past Service Benefit) is calculated and paid like any other retirement allowance under the Plan, as described in this SPD. It's subject to the same rules and conditions. However, it's calculated to take into account your benefit service under this Plan accrued up to June 30, 1997, recognizing that your future benefits are covered by the 401(k) and Profit Sharing Plan. The 401(k) and Profit Sharing Plan SPD describes that Plan's benefits.

All eligible employees hired or rehired on or after January 1, 1997 but prior to January 1, 2010 automatically participated in the RCP, and didn't participate or accrue benefit service or additional benefit service under this Plan. All eligible employees hired or rehired on or after January 1, 2010 automatically participate in the 401(k) and Profit Sharing Plan.

Benefit Amount

Benefit Formulas

The Plan calculates your benefit based on:

- Two ways following different formulas (Step Rate Formula and Minimum Benefit Formula);
- Your pay before you retire or leave K-C;
- Your years of benefit service with K-C;
- Your age; and
- Government regulations and Plan provisions in effect when you start to receive your benefit.

Please Note: This Plan was frozen effective December 31, 2009. Pay and service were capped as of that date.

The Plan first calculates your Basic Benefit based on payments for your lifetime only without considering other payment options. You receive the greater benefit that results from the following two formulas:

- **Step Rate Formula:** The standard formula that the Plan uses to determine your benefit at retirement, based on defined percentages of your Average Monthly Earnings, Pay Brackets, and your years of benefit service.
- **Minimum Benefit Formula:** An alternate formula that the Plan uses to determine your minimum benefit at retirement, based on a defined dollar amount times your years of benefit service.

Payment options are described under the "How the Plan Pays Benefits" section.

If you're a Scott heritage salaried employee, the Plan uses a different benefit formula to account for benefit service accrued before January 1, 1979. In addition, you may have you entire benefit calculated according to a grandfathered formula frozen as of December 31, 1999. (See "Grandfathered Benefit" under the "Provisions for Scott Heritage Employees" section).

How the Plan Calculates Your Benefit

The Plan considers your "pay" to include generally:

- Wages;
- Overtime;
- Bonuses;
- Sales incentive pay, such as sales commissions; and
- Any military differential paid with respect to any period of active military service in the uniformed services of the U.S. of more than 30 days.

To the extent deductions decrease your base pay, your pay isn't reduced by pre-tax 401(k) or other pre-tax benefit contributions, and doesn't include:

- Payments in lieu of vacation;
- Severance pay;
- Compensation paid in any form other than cash;
- Service or suggestion awards;
- Foreign service premiums (after December 31, 1979) and allowances; and
- Any other special or unusual compensation.

The compensation used by the Plan doesn't include annual earnings over the annual limit under the Code as adjusted each year by the Internal Revenue Service (IRS). For 2009, this amount is $245,000. This limit is required under IRS rules, and is subject to change.

Your "pay" that the Plan uses to calculate your benefit from the Plan was frozen on December 31, 2009.

How the Plan Calculates Your Average Monthly Earnings

The Plan's Step Rate Formula uses your Average Monthly Earnings to calculate your benefit. To calculate your Average Monthly Earnings, the Plan uses the larger of:

- The monthly average of your earnings during your last 60 months of service while you were an eligible employee; or
- In your last 15 years of service while you were an eligible employee, the monthly average of your earnings during the five calendar years in which your earnings were their highest (these years don't have to be consecutive).

If you're a part-time employee, the Plan adjusts your earnings to approximate what they would have been if you had been a full-time employee.

Using the Step Rate Formula

Step Rate Formula		
Your Years of Benefit Service		
		Pay Bracket 1 x 1.125%
x	+	Pay Bracket 2 x 1.425%
	+	Pay Bracket 3 x 1.5%
÷		12
=		Your Unreduced Monthly Benefit*

*Any benefit payable to you from the 401(k) and Profit Sharing Plan is in addition to this benefit.

The Pay Brackets are based on the Social Security Taxable Wage Base. The Taxable Wage Base is set each year by the Social Security Administration and is indexed for inflation. For 2009 and 2010, the Taxable Wage Base was $106,800. This is the amount that the Plan uses in the frozen benefit calculation (if you retired prior to January 1, 2009, the Plan uses the Taxable Wage Base in effect on the first day of the year in which you retired). Pay Brackets One, Two, and Three are determined as follows.

Pay Bracket	Your Pay
Pay Bracket One Equals	The Lesser of Your Final Average Annual Pay* or 2/3 of the Taxable Wage Base
Pay Bracket Two Equals	The Lesser of Your Final Average Annual Pay* or the Taxable Wage Base, Minus 2/3 of the Taxable Wage Base
Pay Bracket Three Equals	Your Final Average Annual Pay* Minus the Taxable Wage Base

* Your final average annual pay is your Average Monthly Earnings times 12.

The Plan doesn't use any Pay Bracket with a value less than zero.

Using the Minimum Benefit Formula

This formula calculates a minimum benefit based on your years of benefit service.

Minimum Benefit Formula	
$10	
x	Your Years of Benefit Service
=	Your Unreduced Monthly Benefit (maximum $100)

Comparing the Benefits From Each Formula

After calculating a benefit under each formula, the Plan determines which would pay you the larger benefit. This process determines your Basic Benefit from the Plan. The actual amount you receive depends on your age and the payment option you select. Any benefit you receive from Social Security is paid in addition to the Plan's benefit.

Any benefit payable to you from the 401(k) and Profit Sharing Plan is in addition to the benefit paid under this Plan.

Retirement Benefit

Normal Retirement

The Plan's formulas calculate a benefit at normal retirement—the later of age 65, or the date upon which you complete five years as a participant in this Plan. However, you may be eligible for an unreduced benefit before reaching normal retirement age.

For a full, unreduced benefit you must be at least:

- Age 65 if you complete five years as a participant in the Plan;
- Age 62 if you complete 10 or more years of vesting service;
- Age 60 or 61, if you complete 30 or more years of vesting service; or
- Age 60 or 61 if you terminate employment with 10 or more years of vesting service and you would have completed 30 or more years of vesting service had you continued employment with the Company.

Early Retirement

The benefit from the Plan is reduced if you retire before you're eligible for a full, unreduced benefit (see the Early Retirement table below for the applicable percentage). You're eligible to receive a reduced early retirement benefit as early as age 55, if you've completed five years of vesting service.

If you elect early retirement, your benefit is reduced according to the number of years you retire before the age you're eligible for a full, unreduced benefit. The amount of the reduction is based on your age at the time your benefit begins and your years of vesting service.

If you have at least 10 years of vesting service at retirement, the Plan reduces your benefit by 5% for each year of early retirement. For fractional years, the benefit is reduced 1/12 of 5% for each full calendar month.

If you have at least five but less than 10 years of vesting service at retirement, your benefit is reduced by actuarial tables specified in the Plan, which include interest rates and the mortality table in use by the Plan when your benefit begins. The Early Retirement table illustrates the actuarial reduction at 5% and the 1983 GAM Unisex Mortality Table. These rates are subject to change.

The Early Retirement table shows the percentage of the full retirement benefit you'll receive if you elect early retirement.

Find your years of vesting service category along the top. Find the age at which you'll retire and read across the table to find the percentage of your retirement benefit.

Early Retirement Table Percentage of Regular Benefit Based on Age and Years of Vesting Service									
Vesting Service	**30+**	**29**	**28**	**27**	**26**	**25**	**24**	**23-10**	**9-5**
Age									
65	100%								100.00%
64	100%								91.78%
63	100%								84.42%
62	100%								77.82%
61	100%	95%	95%	95%	95%	95%	95%	95%	71.87%
60	100%	95%	90%	90%	90%	90%	90%	90%	66.49%
59	95%	95%	90%	85%	85%	85%	85%	85%	61.62%
58	90%	90%	90%	85%	80%	80%	80%	80%	57.20%
57	85%	85%	85%	85%	80%	75%	75%	75%	53.17%
56	80%	80%	80%	80%	80%	75%	70%	70%	49.49%
55	75%	75%	75%	75%	75%	75%	70%	65%	46.12%

Deferred Retirement

If you leave the Company before retirement and have at least five years of vesting service, you're a "deferred participant" and eligible to receive a "deferred benefit" under the Plan. You can collect this benefit as early as age 55. A deferred benefit is payable as a normal retirement benefit or a reduced early retirement benefit. Your deferred benefit will be calculated at the time you leave K-C using the benefit formulas described under the "Benefit Amount" section.

You should keep the Company informed of any address changes so that you receive ongoing information about the Plan and your eligible benefits. To report an address change, go online to the Your Benefits Resources™ (YBR) Web site or contact the Kimberly-Clark Benefits Center. See the "Contact Information" section for Web site address and telephone information.

Disability Retirement

You're generally eligible for a disability retirement benefit from the Plan if:

- You've completed five years of vesting service;
- You're disabled and receive a Disability Insurance Benefit award letter under the Federal Social Security Act (award letter)—effective June 1, 2006;
- The award letter states you were disabled on or before your date of termination of employment with K-C;
- You haven't initiated a regular retirement under the Pension Plan;
- You apply for a "totally and permanently disabled" (T&PD) retirement benefit after you receive your award letter; and
- Your request for a T&PD retirement benefit and the award letter are received by the Kimberly-Clark Benefits Center within three years of your termination of employment.

Disability determinations for prior termination dates (prior to June 1, 2006) were subject to different standards.

Please Note: This disability retirement provision doesn't apply to deferred participants.

The Plan calculates the disability retirement benefit using the benefit formulas described under the "Benefit Amount" section. The benefit is not reduced for early payment.

If you're married when you become eligible for a disability retirement benefit, your benefit is reduced to provide a continuing benefit for your surviving spouse. The monthly benefit paid to you is 80% of the unreduced benefit amount that's calculated using the formulas described under the "Benefit Amount" section. If you die before your spouse, your spouse receives a lifetime benefit equal to 50% of the unreduced disability retirement benefit. If you and your spouse waive the spouse's benefit in writing, however, you receive 100% of the benefit amount. Your spouse would not receive a benefit after you die.

If you're not married when you become eligible for a disability retirement benefit, the benefit paid to you is 100% of the benefit amount for your lifetime. There's no survivor benefit after you die, even if you're married at the time of your death.

Surviving Spouse's and Minor's Benefit

The Plan offers a benefit to your surviving spouse and minors.

Automatic Survivor Benefit

The Plan pays an automatic survivor benefit to your survivors if you die while you're a K-C active employee and you:

- Have five or more years of vesting service; or
- Have reached age 65 and completed five years as a participant in the Plan.

Please Note: This automatic survivor benefit provision doesn't apply to deferred participants.

Your surviving spouse receives 50% of the monthly benefit you earned as of the day before you died. The Plan calculates this benefit by using the formulas described under the "Benefit Amount" section, and doesn't reduce the benefit amount for early payment.

If there's no surviving spouse or your surviving spouse dies within 30 days of your death, your surviving minor children receive the same benefit your surviving spouse would have received, divided equally among your minor children. The Plan pays benefits to each child until he or she reaches age 21 (or dies), at which time the benefit is divided among the remaining minor children.

Survivor payments end the month the surviving spouse dies or, for surviving minor children receiving benefits, the month a child dies or reaches age 21 (whichever occurs earlier).

In addition, a benefit may be payable to your surviving spouse from the Social Security Administration.

Pre-Retirement Survivor Benefit

The Plan makes a Pre-Retirement Survivor Benefit available to your surviving spouse if you die:

- While eligible for a deferred benefit; but
- Before your benefit begins.

If you die before your benefit begins, your surviving spouse can apply for a Pre-Retirement Survivor Benefit. The benefit can begin as early as the first of the month following the day you would have been eligible to receive a benefit (generally age 55). The Plan's early payment provisions would apply.

The Pre-Retirement Survivor Benefit is a monthly benefit. The Plan calculates this benefit in a manner similar to how the benefit is calculated under the 50% Joint and Survivor Annuity payment option.

Survivor Benefits		
Benefits	**Automatic Survivor Benefit**	**Pre-Retirement Survivor Benefit**
The Plan pays benefits if:	You die while an active employee with at least five years of vesting service, or you're at least age 65 and you've completed five years as a participant in the Plan.	You leave the Company, you're eligible for a deferred benefit, and you die before your deferred benefit begins.
The benefit amount for your surviving spouse:	50% of the monthly benefit you've earned as of the day you die, calculated according to the formulas described under the "Benefit Amount" section, and not reduced for early payment.	50% of the deferred benefit you would have been eligible to receive at retirement (calculated as a 50% Joint and Survivor payment option).
The benefit amount for your surviving minor children (if no surviving spouse):	The same benefit your surviving spouse would have received, divided equally among the minor children, paid until your surviving minor child reaches age 21 (or dies), at which time the benefit is divided among the remaining minor children.	Not available.
Survivor payments begin:	The month after you die.	The month after your surviving spouse applies for the benefit, but not earlier than the date you would have been at least age 55.
Survivor payments end:	The month your surviving spouse dies, or if your surviving minor children are receiving benefits, the month when your youngest child dies or reaches age 21.	The month your surviving spouse dies.

How the Plan Pays Benefits

Naming a Beneficiary

Some payment options may require that you designate a beneficiary. Your beneficiary is the person who receives any outstanding Plan benefits in the event of your death. If you're married, the law requires you to name your spouse as your beneficiary for a Joint and Survivor Annuity, unless your spouse agrees otherwise (in writing and in the presence of a notary public). You may designate anyone for a Certain and Life Annuity payment option. Beneficiary designations are made at retirement.

Even after you elect a beneficiary, you may change your beneficiary designation at any time before payments begin. If you divorce before payments begin, any election you may have made naming your spouse as beneficiary will remain valid unless:

- A Qualified Domestic Relations Order provides otherwise;
- You change your election; or
- You remarry.

The Plan provides for survivor benefits if you're married and your spouse survives you. It also provides for survivor benefits if you've elected a Joint and Survivor Annuity payment option.

Payment Options

When you retire, you have the opportunity to choose from several payment options for your monthly benefit. However, once benefits begin, no changes may be made to the form of payment even if your marital status changes. The payment options are explained as follows.

Retirement Benefit Payment Options		
Payment Options	**Who Receives the Benefit**	**What Other Choices Are Available**
Basic Benefit	You (retiree) only. There's no provision for a benefit for survivors.	None (other than Level Income Variation).

Retirement Benefit Payment Options		
Payment Options	**Who Receives the Benefit**	**What Other Choices Are Available**
Joint and Survivor Annuity	You (retiree) and your spouse. Automatic benefit if you're married when you retire and you don't elect another payment option. If you die first, your surviving spouse receives a benefit until he or she dies.	The amount of benefit your surviving spouse receives: 50%, 62½%, 75%, or 100% of your benefit. The higher the percentage of benefit for your surviving spouse, the lower the benefit for you. You may not change your surviving spouse designation or the percentage after payments begin.
Optional Years Certain and Life Annuity	You (retiree) and your beneficiary (doesn't have to be a spouse), if you die before the end of the specific number of years.	The specific number of "certain" years the benefit is received: 5, 10, or 15. The higher the number of years, the lower the benefit for you. You may not change the number of years after payments begin, but you can change the beneficiary designation at any time. However, spousal consent is required, even if your spouse is the designated beneficiary.
Level Income Variation (Early Retirement Only)	You (retiree) only. This adjusts your monthly benefit while you're living. It doesn't affect any survivor's benefit.	Available with any of the above payment options. This payment option "levels" your income so your income stays approximately the same when age 62 Social Security benefits begin.
Lump Sum Payment (If the Present Value of Your Benefit Is $5,000 or Less)*	You (retiree) or your surviving spouse in the case of a Pre-Retirement Survivor Benefit or automatic survivor benefit.	You may request a cash distribution or a direct rollover into an IRA, an annuity, or another employer's tax-qualified plan.

* The Lump Sum Payment applies for all locations effective July 1, 2009. If you're a Scott heritage employee, the Plan offered a lump sum payment option if the present value of your benefit was $1,000 or less.

Basic Benefit

This form of payment provides the largest monthly allowance under the Plan. It pays you the amount determined by the Plan formulas for as long as you live. Payments stop at your death. There are no payments to survivors.

If you're married when payment of your allowance begins, your spouse must consent in writing to this form of payment.

If you're single when your payment begins, your allowance is paid in this form unless you elect another form of payment available under the Plan.

Joint and Survivor Annuity (Qualified)

With the Joint and Survivor Annuity payment option, the Plan pays you a reduced monthly benefit during your lifetime. After your death, the Plan continues to pay a monthly benefit to your surviving spouse for the rest of his or her life.

If you're married when you elect to begin receiving your benefit, you automatically receive the 50% Joint and Survivor Annuity payment option, unless you waive this option in writing and make a different election. If you wish to do so, you can elect to provide your spouse with an allowance after your death equal to 62½%, 75%, or 100% of the reduced amount paid to you. The amount of the benefit reduction is based on your age, your spouse's age, and the type of Joint and Survivor Annuity that you elect.

If you waive the Joint and Survivor Annuity payment option, your spouse also must consent in writing that he or she waives the payment option. Otherwise, the waiver is not valid. The consent must be in writing and notarized.

With the Joint and Survivor Annuity payment option, the Plan only pays benefits to the spouse you're married to when you retire, even if you later remarry, unless other provisions are made in a Qualified Domestic Relations Order (QDRO) in connection with a divorce. The Plan also doesn't pay survivor benefits if, after you retire, your spouse dies before you do.

If you're a Scott heritage salaried employee, you have another joint and survivor payment option. (See "Payment Options" under the "Provisions for Scott Heritage Employees" section.)

Optional Years Certain and Life Annuity

If you select this payment option, the Plan pays a reduced monthly benefit to you during your lifetime. After your death, the Plan continues to pay a monthly benefit to your surviving beneficiary for the remainder (if any) of a specific number of years.

Your beneficiary may be any person. You may change your beneficiary designation at any time subject to spousal consent as described under "Payment Options" under this section.

If you're married and you elect the Optional Years Certain and Life Annuity payment option:

- Your spouse must provide notarized, written consent that he or she waives the Joint and Survivor Annuity payment option; and
- If you choose a beneficiary other than your spouse, your spouse must also consent in writing to the designation of someone other than him or her as beneficiary.

Otherwise, your election is not valid.

Level Income Variation

If you elect early retirement (but not a disability retirement) before age 62, you may elect a Level Income Variation. This payment option increases the amount of your retirement allowance paid by the Plan between the time of your early retirement and your attainment of age 62.

The increase is based on the anticipated primary benefit that you'll be eligible to receive from Social Security at the earliest possible date (currently age 62) under the law in effect at your retirement. Whether or not you collect that early Social Security benefit, your monthly retirement allowance will be decreased when you reach age 62 so that, with your anticipated primary Social Security benefit as calculated at the time of your retirement, your total retirement income during retirement will be approximately the same.

If, because of the payment option you choose, your benefit is certain to be paid over a time period of less than 10 years, you may be eligible for a direct rollover. If you don't choose a direct rollover, tax withholding and/or penalties may apply.

This payment option only affects a participant's retirement benefit. It doesn't affect benefits to survivors or beneficiaries and may be selected with any of the other payment options.

Lump Sum Payment

If the present value of your normal, early, disability, or vested retirement allowance or your Pre-Retirement Survivor Benefit (whichever is applicable) is $5,000 or less, the Plan pays the allowance or benefit to you in one lump sum. In the case of a Pre-Retirement Survivor Benefit, the Plan pays the benefit to your surviving spouse.

If the present value of the allowance exceeds $5,000, you receive a monthly payment in accordance with the payment option you've elected.

When determining the present value, the Plan aggregates your retirement allowance under this Plan with any retirement allowance payable to you under any other Company-sponsored defined benefit pension plan. The Plan determines the present value of all lump sum payments according to:

- The "applicable interest rate" and the "applicable mortality table" as defined in IRS code Section 417(e) (per the Pension Protection Act), effective January 1, 2008;
- A combination of corporate bond rates; and
- The average annual rate of interest on 30-year Treasury securities for the September[*] immediately before the plan year that your distribution occurs (the Plan uses the standard mortality table that's used by the IRS on the date the present value is being determined).

Other Payout Options

Lump Sum "Window"

From October 15, 2012 to November 21, 2012, deferred vested participants with a benefit whose present value exceeded $5,000 as of December 1, 2012, who terminated employment before August 1, 2012, and hadn't yet begun payment of their benefit, were offered an opportunity to elect a lump sum form of payment or an immediate annuity (regardless of whether or not they were otherwise eligible to begin their benefit from the Plan). All lump sum benefits and immediate annuity benefits for any participant not already eligible to begin his or her benefit on December 1, 2012 were calculated using the Plan's lump sum interest rates and actuarial table. Participants who couldn't be located by November 21, 2012 weren't eligible for this lump sum window opportunity. Written spousal consent was required for married participants electing the lump sum.

This program didn't change the pension benefit or eligibility for any participant who didn't elect it. The Benefit Commencement Date for the payments under this program was December 1, 2012. Participants who elected and received a lump sum form of payment in this "window" have no further pension benefit from the Plan.

[*] Effective January 1, 2010, September rates are used. Before 2010, December rates were used.

Small-Benefit Cash-Out "Sweep"

Concurrent with the lump sum "window," deferred participants who met the same eligibility requirements as for the window, but whose benefit had a present value of $5,000 or less as of December 1, 2012, were given a lump sum or had their benefit rolled into an individual retirement account (IRA) with Millennium Trust (depending on the present value and the participant's election). Participants whose benefit had a present value of $1,000 or less were paid out in cash, unless they elected another form of payment. Participants whose benefit had a present value of $1,000 weren't sent a payment unless they responded to the automatic payment notice sent out in October 2012. Participants whose benefit had a present value greater than $1,000, but not greater than $5,000, had their benefit rolled over to a Millennium Trust IRA, unless they elected another form of payment.

Direct Rollovers

When you receive a payment from the Plan in the form of a lump sum payment, you may request that all or a part of the taxable portion of the payment be rolled over to:

- The trustee or custodian of an IRA;
- An annuity; or
- Another employer's tax-qualified plan that accepts such transfers called rollovers.

You receive a payment notice and rollover election statement from the Kimberly-Clark Benefits Center for the rollover-eligible benefit. If you choose a direct rollover, you're not taxed on the payment until you later take it out of the IRA or the other employer's plan. If you don't elect a direct rollover of a lump sum, a mandatory 20% tax withholding applies and a 10% Federal excise tax may apply if you're younger than age 59½.

Provisions for Scott Heritage Employees

Payment Options

If you were an eligible salaried employee at Scott Paper Company (Scott heritage employee) with service before January 1, 1995, some provisions of the former Scott Paper Company Retirement Plan for Salaried Employees are available to you in addition to the provisions detailed in this SPD.

Retirement Benefit Payment Options Applicable to Employees With Scott Service Prior to January 1, 1995*		
Payment Options	**Who Receives the Benefit**	**What Other Choices Are Available**
Joint and Survivor Annuity (Non-Qualified)	You (retiree) and your designated survivor (other than your spouse). If you die first, your designated survivor receives a benefit until he or she dies.	The amount of benefit your designated survivor receives: 50%, 62½%, 75%, or 100% of your benefit. The higher the percentage of benefit for your designated survivor, the lower the benefit for you. You may not change your designated survivor or the percentage after payments begin.
Lump Sum Payment (If the Present Value of Your Benefit Is $5,000 or Less)**	You (retiree) or your surviving spouse in the case of a Pre-Retirement Survivor Benefit or automatic survivor benefit.	You may request a cash distribution or a direct rollover into an IRA, an annuity, or another employer's tax-qualified plan.
* In addition to the provisions described under "Payment Options" under the "How the Plan Pays Benefits" section of this SPD. ** Prior to July 1, 2009, the Plan offered a lump sum payment option if the present value of your benefit was $1,000 or less.		

Joint and Survivor Annuity (Non-Qualified)

Under this payment option, the Plan pays you a reduced monthly benefit during your lifetime in order to provide a benefit for a designated survivor other than your spouse after your death. The amount of the reduction is based on:

- Your age;
- The age of your designated survivor; and
- The type of joint and survivor payment option you've elected.

When you die, the payment option you've specified is paid to your designated survivor for his or her life. If your spouse is your designated survivor, see "Joint and Survivor Annuity (Qualified)" under the "How the Plan Pays Benefits" section.

You may elect a 50%, 62½%, 75%, or 100% Joint and Survivor Annuity. When you die, one-half, sixty-two and one-half percent, three-fourths, or all of your reduced retirement benefit is paid to your designated survivor for his or her life.

If you're married when the Plan starts paying your benefit, your spouse must consent in writing to this form of payment since it designates another person as your survivor.

Lump Sum Payment

If the present value of your normal, early, disability, or vested retirement allowance or your Pre-Retirement Survivor Benefit (whichever is applicable) is $5,000 or less ($1,000 or less for terminations before July 1, 2009), the Plan pays the allowance or benefit to you in one lump sum. In the case of a Pre-Retirement Survivor Benefit, the Plan pays the benefit to your surviving spouse.

If the present value of the allowance exceeds $5,000 (or $1,000 for terminations before July 1, 2009), you receive a monthly payment in accordance with the payment option you've elected.

When determining the present value, the Plan aggregates your retirement allowance under this Plan with any retirement allowance payable to you under any other Company-sponsored defined benefit pension plan. The Plan determines the present value of all lump sum payments according to:

- The "applicable interest rate" and the "applicable mortality table" as defined in IRS code Section 417(e) (per the Pension Protection Act), effective January 1, 2008;
- A combination of corporate bond rates; and
- The average annual rate of interest on 30-year Treasury securities for the September[*] immediately before the plan year that your distribution occurs (the Plan uses the standard mortality table that's used by the IRS on the date the present value is being determined).

[*] Effective January 1, 2010, September rates are used. Before 2010, December rates were used.

Direct Rollovers

When you receive a payment from the Plan in the form of a lump sum payment, you may request that all or a part of the taxable portion of the payment be rolled over to:

- The trustee or custodian of an individual retirement account (IRA);
- An annuity; or
- Another employer's tax-qualified plan that accepts such transfers called rollovers.

You receive a payment notice and rollover election statement from the Kimberly-Clark Benefits Center for the rollover-eligible benefit. If you choose a direct rollover, you're not taxed on the payment until you later take it out of the IRA or the other employer's plan. If you don't elect a direct rollover of a lump sum, a mandatory 20% tax withholding applies and a 10% Federal excise tax may apply if you're younger than age 59½.

Vesting Service for Part-Time Employees

For service earned on or after January 1, 1976 but prior to January 1, 1987, the Plan credits you with one year of vesting service for calendar years in which you completed more than 435 hours of service.

For service earned on or after January 1, 1987 but prior to January 1, 1995, the Plan credits you with one year of vesting service for each calendar year in which you completed more than 869 hours of service.

Restored Employment

Certain prior periods of vesting service are eligible for restoration for Plan purposes, as follows.

For Periods Which Terminated Prior to January 1, 1976

Periods of vesting service that terminated prior to 1976 are eligible for restoration only if they consisted of at least 30 days of consecutive full-time vesting service. Such periods of vesting service are eligible for restoration if you completed one additional year of vesting service.

For Periods Which Terminated on or After January 1, 1976

If you were rehired on a regular full-time basis, you were entitled to a restoration of any applicable prior period of vesting service that included a termination date after 1975 if you completed one additional year of continuous vesting service on that basis. However, you were entitled to an immediate restoration of any prior period of vesting service if you were rehired on the same basis within 12 months of the termination date. In such case, the period between your termination date and your reemployment was also considered to be vesting service.

If you were rehired on a part-time basis after 1975, you were entitled to a restoration of any applicable prior period of vesting service at the end of the first subsequent calendar year (including the year of rehire) during which you accumulated 870 hours worked. However, you were entitled to an immediate restoration of any prior period of vesting service if you were rehired on the same basis before incurring a one-year break in service (accumulation of less than 435 hours of service).

Benefit Formula for Employees With Benefit Service Prior to January 1, 1979

If you're a former salaried employee of Scott and have benefit service (formerly credited employment) prior to January 1, 1979, your retirement benefit is calculated differently for those years of benefit service before 1979.

Adjusted Step Rate Formula		
1.5% x Your Final Average Annual Pay* **TIMES** Years of Benefit Service Prior to January 1, 1979		
PLUS		
Your Years of Benefit Service After December 31, 1978		
		Pay Bracket 1 x 1.125%
x	+	Pay Bracket 2 x 1.425%
	+	Pay Bracket 3 x 1.5%
÷		12
=		Your Unreduced Monthly Benefit**

*Your final average annual pay is your Average Monthly Earnings multiplied by 12.

** Any benefit payable to you from the 401(k) and Profit Sharing Plan is in addition to this benefit.

Grandfathered Benefit

If you're a Scott heritage employee who was hired by Scott before January 1, 1995 and you were working for the Company on December 31, 1999, you had a frozen benefit calculated as of December 31, 1999. This frozen benefit is the greater of the Earnings-Based Formula or the Alternative Minimum Formula as shown below.

Earnings-Based Formula
0.015 x Average Final Compensation x Benefit Service (formerly Credited Employment)
MINUS
0.015 x Social Security Benefit x Benefit Service (formerly Credited Employment) Between December 31, 1978 and December 31, 1994* **or** 0.5 x Social Security Benefit x Ratio**
DIVIDED BY
12
EQUALS
Your Unreduced Monthly Benefit
* If your projected Credited Employment from the later of your hire date or December 31, 1978 to your 65th birthday is less than or equal to 400 months. ** If your projected Credited Employment is more than 400 months. The ratio used in this formula is your Credited Employment after December 31, 1978 divided by your total projected Credited Employment to age 65.

Grandfathered Benefit As of December 31, 1999 Alternative Minimum Formula	
Monthly Rate (based on site from which you retire*)	
x	Your Years of Credited Employment
=	Your Monthly Benefit
* Frozen Alternative Minimum Benefit Rates By Site	
Site	**Monthly Benefit Rate**
Chester	$38.00
Everett	$40.65
Hattiesburg	$28.00
Marinette	$38.00
Mobile	$38.00
Owensboro	$28.00
San Antonio	$28.00

When you retire or terminate employment, the Plan uses the benefit formulas as described under the "Benefit Amount" section (including the calculation shown above for any pre-1979 benefit service). The amount that results will be compared with the frozen amount calculated under the grandfathered benefit. The method that produces the greater amount will be used to calculate your retirement benefit from this Plan.

Temporary Allowance

If you elect early retirement and the Earnings-Based Formula produces the greater benefit of the two grandfathered benefit formulas (even if your retirement benefit is determined using the Step Rate or Minimum Benefit Formula), and payments begin before you reach age 62, you'll receive a Temporary Allowance until you reach age 62. At age 62 when you first become eligible to receive your Social Security benefit, the Temporary Allowance will end.

If you retire between the ages of 55 and 62 with at least 10 years of vesting service, the Temporary Allowance pays the equivalent of the Social Security offset earned up to December 31, 1999. The Temporary Allowance is calculated using whichever of the following two formulas produces the greater benefit.

Temporary Allowance Calculation
0.015 x Monthly Social Security Benefit x Benefit Service (formerly Credited Employment) After December 31, 1978
OR IF GREATER
0.015 x Monthly Social Security Benefit x Ratio* **Times** Early Retirement Reduction Factor
EQUALS
Temporary Allowance (a monthly benefit payable until age 62)
* The ratio used in this formula is your Benefit Service (formerly Credited Employment) after December 31, 1978 divided by your total projected Benefit Service (formerly Credited Employment) to age 65.

Applying for Benefits

Before You Retire

Log on to the Your Benefits Resources (YBR) Web site, or contact the Kimberly-Clark Benefits Center to request an estimate of your monthly benefit. This estimate will give you an idea of how much you'll receive from the Plan when you retire. A final calculation will be made when you retire.

Applying for Retirement Benefits

When you want your benefit payments to begin, log on to Your Benefits Resources (YBR) to initiate your retirement and make your retirement elections or contact the Kimberly-Clark Benefits Center. Your request for your normal, early, disability, or deferred retirement benefit should be made to the Benefits Center within the 60-day period before:

- Your retirement date; or
- The date you want your benefit payments to begin.

However, you cannot make your request later than the 15th of the month prior to the date you wish your benefit payments to begin. You should log on or call as early as possible within the 60-day period to allow ample time for the Benefits Center to provide you with required information, such as the payment options available to you, and your spouse's rights if you're married.

To Begin Retirement Benefits Through YBR	To Begin Retirement Benefits Through the Benefits Center
This can be a completely paperless procedure, though you can print verification pages if you wish. You don't need to sign, copy, or send anything unless you're married and choose a form of payment that requires spousal consent. Once you decide to retire: • Notify your Team Leader and Human Resources. • Update your address through @myHR portal. • Log on to YBR.	Once you decide to retire: • Notify your Team Leader and Human Resources. • Update your address through @myHR portal. • Contact the Benefits Center. • Update your e-mail address and mailing address with the Benefits Center. • Request your retirement kit. • Make your pension elections.

<table>
<tr><th>To Begin Retirement Benefits Through YBR</th><th>To Begin Retirement Benefits Through the Benefits Center</th></tr>
<tr><td>

- Update your e-mail address and mailing address on YBR.
- Click the "My Wealth" tab.
- On the drop-down menu, select "Retire Now."
- Follow the instructions on the screen.

</td><td>

- Return the required paperwork to the Benefits Center.

Your authorization to begin your retirement benefits must be in writing on a Pension Election Authorization Form (PEA) furnished to you by the Benefits Center. You must sign the form, and in some cases it must also be signed by your spouse and witnessed by a notary public. Your pension election isn't complete until you provide all the information required to process it.

</td></tr>
</table>

If you initiate your retirement—either through a Benefits Center representative or online through YBR—and you choose a form of payment that requires spousal consent, you'll need to return the appropriate paperwork to the Benefits Center based on the time frame specified in the documentation you receive. If you fail to return the signed PEA within the required time period, or the information is incomplete, the form won't be valid and you'll need to contact the Benefits Center to start the process over with a later Benefit Commencement Date (BCD).

If applicable, you must return the completed form by:

- The later of the BCD; or
- The earlier of:
  - Your initial call date plus 60 days; or
  - The last day of the month of your BCD.

If you're eligible to retire and you elect a BCD and then die within 60 days prior to the BCD, your surviving spouse will receive the greater of the Joint and Survivor Annuity you elected or the Pre-Retirement Survivor Benefit. If you're single, benefits are paid according to your pension election.

If you're required to return paperwork to the Benefits Center and you do so by the 10th of the month prior to your BCD, you'll receive a payment on your BCD. If the paperwork is returned after the 10th of the month but prior to the BCD and within the specified time frame, the first payment will be on the first of the month following your BCD with a retroactive payment to your BCD.

Survivor Benefits

You should request that someone notify the Kimberly-Clark Benefits Center, as soon as possible, upon your death. If a survivor option was available under the Plan at retirement and was elected, the Benefits Center will attempt to notify the designated survivor of the amount of the benefit and the length of time it will be paid.

The Benefits Center will send the required forms and instructions. The survivor must complete an application for the survivor benefit and may be asked to provide additional information.

Claims Procedures

Filing a Claim for a Pension Benefit

Most pension benefits are initiated by calling the Kimberly-Clark Benefits Center. Most pension initiation calls are handled on a routine basis. However, if an issue arises that you can't resolve with the Benefits Center, you or your beneficiary may file a claim for a pension benefit. To file a claim, contact the Benefits Center and request a Claim Initiation Form. The form will be sent to you by postal mail or secure e-mail, whichever you prefer. The form needs to be completed and returned to the address provided on the form in order for the claim to be researched and reviewed.

If the claim is denied, you or your beneficiary will generally receive a written notice within 90 days (45 days for disability benefit claims) of receipt of the claim. The notice will explain the specific reason for the denial and give you a time frame for providing additional information if the claim is denied based on incomplete information.

If additional time is required to make a decision, you or your beneficiary will be notified of the delay within 90 days (45 days for disability benefit claims). This notice will indicate the special circumstances requiring the extension and the date by which a decision is expected. For claims other than disability, this extension period may not exceed 90 days beyond the end of the first 90-day period. For a disability claim, this extension may be for 30 days. If another extension is necessary due to circumstances beyond the Committee's control, another 30-day extension may be needed. You'll receive notice within the original 30-day extension. The extensions may not exceed 60 days beyond the first 45-day period.

If You Want to Request a Review of a Denied Claim

Claims for Benefits Other Than Disability Benefits

You or your beneficiary may request a review of a denied claim by writing to the Benefits Administration Committee (Committee) at the address shown under the "Administrative Information" section. You must make the appeal within 60 days after you receive the notice that the claim has been denied.

You may submit with your appeal any additional written comments, documents, records, and other information relevant to your claim. Upon your request, you'll have reasonable access to, and copies of, all documents, records, and information relevant to your claim free of charge. If you decide to appeal, the review will take into account all information in the claim file and any new information submitted to support the appeal.

The Committee will give the appeal a complete review and provide a written decision, including reasons, generally within 60 days.

If there are special circumstances requiring an extension of time, you or your beneficiary will receive a notice within 60 days of receiving the appeal indicating the decision will be delayed. A final decision will be made within 120 days of receiving the appeal.

Claims for Disability Benefits

Any appeal for claims relating to disability benefits must be made within 180 days after your receipt of the notice of denial of your application. You may submit with your appeal any additional written comments, documents, records, and other information relevant to your claim. Upon your request, you'll have reasonable access to, and copies of, all documents, records, and information relevant to your claim free of charge. If you decide to appeal, the review will take into account all information in the claim file and any new information submitted to support the appeal. The review will be conducted by a Subcommittee of the Committee not involved in the initial denial, and who is not subordinate to those involved in the original decision. The initial denial won't be taken into consideration by the Subcommittee when your claim is reviewed during appeal.

Prior to June 1, 2006, to the extent that medical judgment was required, the Subcommittee would consult with a health care professional who had appropriate training and experience in the field of medicine; who was not consulted in the initial denial of benefit; and was not a subordinate of the health care professional who was consulted in the initial benefit denial. As of June 1, 2006, the Disability Insurance Benefit award letter confirms your disability; thus, no medical judgment is required.

Your appeal will be given a full and fair review and a written decision, including reasons, will generally be provided within 45 days. However, if special circumstances require a further extension of time in processing your appeal, you'll receive a written notice within 45 days of receipt of your appeal indicating the decision will be delayed. A final decision will be made within 90 days of the receipt of your appeal.

After you've exhausted these claim and appeals procedures, you have the right in the case of an adverse determination to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA). No action at law or equity shall be brought to recover benefits under the Plan until the appeal rights herein provided have been exercised and the benefits requested in such appeal have been denied in whole or in part. (In other words, you must complete the claims and appeals procedures as outlined above before you can bring a suit against the Plan.)

When Benefits Are Not Paid

If You Work Past Age 65

Normal retirement age is the later of:

- Age 65: or
- The age at which you complete five years as a participant in the Plan.

If you're eligible for a benefit and you continue to work at K-C past age 65, you won't receive a monthly retirement benefit in a given month, while you're working, unless you worked less than 40 hours in that month.

Suspension of Benefits

Prior to October 5, 2012, if you were rehired after retirement and in the month that you returned you worked more than eight full or partial days (exempt) or 40 hours (non-exempt) for full-time employees, the Plan suspended your monthly retirement benefit.

Upon a subsequent retirement, the Plan recalculated your retirement allowance based on the payments you received prior to re-employment. The Plan divided the total of those payments by an Immediate Annuity Factor based on:

- The Plan's actuarial equivalence; and
- Your age at the subsequent retirement date.

The frozen (or total) unreduced benefit was then offset by this value to derive the new unreduced retirement allowance. This retirement allowance was reduced and optional forms derived from the Plan's rules, excluding any periodic payments made after you turned age 65 for any month in which you accumulated less than 40 hours worked.

You may have received additional credit for your earnings after you were rehired. However, the Plan reduced any credit for the additional earnings to reflect the value of benefit payments you may have previously received from the Plan. No additional service or earnings after December 31, 2009 are used in the recalculation.

If you're a Kimberly-Clark retiree and are rehired on or after October 5, 2012, your pension benefit payments won't be suspended regardless of your work schedule.

No payment will be suspended under the Plan without your first receiving notice in person or by first class mail.

When Benefits Must Be Paid

By Age 70½ or When You Retire

Federal law generally requires that your retirement benefit begin no later than April 1 of the calendar year following the year you (whichever occurs later):

- Attain age 70½; or
- Retire.

If you fail to file an application for benefits with the Kimberly-Clark Benefits Center (see "Applying for Retirement Benefits" under the "Applying for Benefits" section) prior to that time, you may be subject to Federal tax penalties.

In case you retire after attaining age 70½, your retirement benefit will be actuarially increased in the manner specified by the Plan to take into account the period of time after age 70½ that you didn't receive payment.

Plan Information

When the Plan May Be Amended or Terminated

K-C expects the Plan to continue indefinitely. However, the Company reserves the right to make changes to and even discontinue the Plan. If the Board of Directors were to terminate the Plan or designate a partial termination with respect to a specific group of employees, each employee with an accrued benefit, whose participation in the Plan was discontinued as a result of the termination or partial termination, would have a vested right to such benefit without the need for further employment. In the event of a termination, assets will be allocated consistent with the Employee Retirement Income Security Act of 1974 (ERISA) and any remaining asset value shall be returned to K-C.

How Benefits May Be Taxed

Any retirement benefits you receive from the Plan are subject to Federal income tax. Federal taxes are withheld from your benefit payments unless you choose no withholding. Your benefit payments may also be subject to state income tax and applicable withholding. You may change your tax withholding on YBR or over the phone.

Benefits Administration Committee

The Benefits Administration Committee (Committee) is established to act in certain matters regarding the Plan. As part of its duties, the Committee interprets the Plan, adopts rules and procedures for operating the Plan and handling claims, decides questions of eligibility for participation, and directs payments under the Plan. The Committee may delegate any of these functions to a third party. The Committee shall exercise its powers in its sole discretion.

How Benefits Are Guaranteed

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a Federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people will receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The chart below highlights the instances the PBGC Guarantee generally covers.

	Does the PBGC Guarantee Generally Cover?	
	Yes	**No**
Normal and early retirement benefits	X	
Disability benefits if you become disabled before the Plan terminates	X	
Certain benefits for your survivors	X	
Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates		X
Some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates		X
Benefits that aren't vested because you haven't worked long enough for the Company		X
Benefits for which you haven't met all of the requirements at the time the Plan terminates		X
Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than the monthly benefit at the Plan's normal retirement age		X
Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay		X

Even if certain of your benefits are not guaranteed, you may still receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers. For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact:

PBGC
Technical Assistance Division
1200 K Street N.W., Suite 930
Washington, DC 20005-4026
Telephone: **800-400-7242**

TTY/TDD users may call the Federal relay service toll-free at **800-877-8339** and ask to be connected to **800-400-7242**. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site at **pbgc.gov**.

Plan Costs

The Plan is paid by K-C and the subsidiary companies that provide benefits under the Plan. An independent actuary determines the amount of the Company's contributions to the Kimberly-Clark Retirement Trust from which benefits are paid. The actuary's calculations include such factors as:

- Age, date of hire, and pay of each person covered by the Plan;
- Estimated earnings on the assets of the trust; and
- Assumed rates of termination, deaths of employees, and ages at retirement.

Once the Company makes the contributions to the trust, the assets must be used to pay benefits to participants and their beneficiaries and the reasonable expenses of the Plan. No part of the assets may be returned to the Company unless the Plan is terminated and all liabilities under the Plan have been satisfied.

If the Plan Is Underfunded

Under the Pension Protection Act (PPA) of 2006, certain limits on benefit payments and benefit accruals apply if the Plan falls short of funding targets established by the PPA (also called "underfunded"). K-C will notify you if these benefit restrictions apply.

Mergers, Consolidations, or Transfers

If the Plan is merged or consolidated or if Plan assets are transferred to another plan, your current accrued pension benefit will be protected. Your accrued pension under the new plan, if that plan were to terminate immediately after the change, would at least equal the amount you would be entitled to receive if the current pension plan had been terminated just before the change.

Transfer of Benefits/Qualified Domestic Relations Order (QDRO)

You may not transfer, assign, or encumber your benefit from the Plan in any way. The only exceptions are a Federal tax levy or a Qualified Domestic Relations Order (QDRO). A QDRO is a court order, like a divorce decree or child support order, that requires the Plan to pay a portion of your retirement benefit to an alternate payee such as a former spouse or dependent. The court order must contain certain information and satisfy certain requirements to be a qualified order. You may obtain, without charge, a copy of the Plan's QDRO procedures by calling the Kimberly-Clark Benefits Center.

Limitation on Benefits

A legal limit is placed on the amount of annual retirement benefit an employee may receive from the Plan in a calendar year. This limitation will affect only a limited number of employees. The legal limit may be adjusted by the IRS each year.

If it's determined the Plan did not satisfy the requirements of certain non-discrimination tests required in the Internal Revenue Code, vesting could be accelerated, minimum benefits could become payable to certain employees, and the benefit levels of certain highly paid employees may be limited.

Right of Recovery

The Plan retains a right of recovery for benefits paid in excess of Plan rules. If at any time it's determined that the benefit payments made to you or your beneficiary are more than the amount to which you or your beneficiary is entitled, you or your beneficiary will be required to repay the overpayment in either a lump sum or through reduced future benefits.

Administrative Information

Plan Details

This SPD is intended to meet the requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. It covers the principal aspects of the Kimberly-Clark Corporation Pension Plan as it applies to the eligible classes of employees listed in this SPD. The following chart highlights details of the Plan.

Plan Detail	Description
Plan Name	Kimberly-Clark Corporation Pension Plan
Plan Type	The Plan described in this SPD is considered to be a self-administered defined benefit pension plan as that term is used by the Department of Labor (DOL). It's designed to qualify under the Internal Revenue Code of 1986, as amended, and meet the legal requirements for such plans established under ERISA. The Plan, therefore, is designed to meet ERISA rules relating to reporting and disclosure, participation and vesting, funding, and fiduciary responsibility. If you have any questions or you need further information about the Plan, contact the Kimberly-Clark Benefits Center. A copy of the Plan document can be obtained from the Plan Administrator. A reasonable fee may be charged for the copies.
Plan Number	001
Employer Identification Number	39-0394230 (assigned by the Internal Revenue Service to the Plan Sponsor)
Plan Year	January 1 - December 31
Plan Sponsor and Plan Administrator	Kimberly-Clark Corporation Employee Benefits Department P.O. Box 59051 Knoxville, TN 37950-9051 865-541-7000

Plan Detail	Description
Benefits Administration Committee	Kimberly-Clark Corporation Benefits Administration Committee P.O. Box 59051 Knoxville, TN 37950-9051
Benefits Administrator	Kimberly-Clark Benefits Center 4 Overlook Point P.O. Box 1497 Lincolnshire, IL 60069-1497 800-551-2333
Agent for Service of Legal Process	Legal process should be directed to: General Counsel Kimberly-Clark Corporation World Headquarters 351 Phelps Drive Irving, TX 75038 Service of process may also be made upon the Plan Trustee.
Plan Trustee	The Bank of New York Mellon One Mellon Center AIM 151-1550 Pittsburgh, PA 15258-001

Employment Rights Not Guaranteed

Your participation in the Plan doesn't give you the right to be retained in employment with the Company or its affiliates or subsidiaries, nor does it interfere with the right of the Company to discharge or terminate you without regard to the effect the termination would have on your rights under this Plan.

Change of Address

It's your responsibility to notify K-C of any change in your mailing address. K-C isn't responsible for correspondence or Plan payments that are delayed or don't reach you because your address isn't correct.

For your own protection, an address change must either be made by you on the K-C intranet or submitted in writing to the K-C HR Contact Center.

Active Employees

K-C uses your address as it appears with the K-C HR Contact Center for all mailings concerning your benefits.

If you have access to the K-C intranet, change your address online.

If you don't have access to the K-C intranet but you do have access to e-mail, send an e-mail to **support@kchrcontact.com** and request that an address change be made for you.

If you don't have access to the K-C intranet or to e-mail, fax your new address to the K-C HR Contact Center at **866-386-4645** or mail it to Kimberly-Clark Services, PO Box 696086, San Antonio, TX 78269.

Terminated/Retired Participants, QDRO Alternate Payees, and Beneficiaries

K-C uses your preferred mailing address as it appears in your personal information records at the Kimberly-Clark Benefits Center for all mailings concerning your benefits. To update your preferred mailing address, access Your Benefits Resources (YBR) or call the Kimberly-Clark Benefits Center.

Contact Information

Your Resources for Benefits Information

The Company offers you the following ways to access benefit information:

- Your Benefits Resources (YBR) Web site;
- The Kimberly-Clark Benefits Center; and
- YBR Mobile from your smart phone (iPhone version iOS4.1+, Android version 2.1+, BlackBerry version OG6+) at **resources.hewitt.com/kcc**.

Your Benefits Resources (YBR) Web Site

You can look for benefit information, make your benefit elections, and complete most benefit transactions using YBR at **resources.hewitt.com/kcc**. Even if you don't have Internet access at work, you can connect directly to YBR from your home computer. YBR is generally available 24 hours a day, seven days a week (except for the third Sunday of the month when the Web site isn't available between 2 am and 1 pm ET).

As a first-time YBR user, you need to register as a new user and set up a User ID and password for future YBR access. You'll also have the opportunity to answer security questions, which will enable you to access your information in the future if you forget your password. You can even enter a hint to help you remember your password. The password is required for your protection, and it's important for you to keep your password confidential so no one else can access your information.

Paperless Delivery of Benefits Communication

Paperless delivery is one of the easiest and best ways to ensure secure and timely delivery of your benefits communication. For salaried participants, paperless delivery is automatic. For production participants, an election must be made through YBR to receive documents electronically. For electronic delivery, these communications (with a few exceptions) will be delivered to your YBR Secure Mailbox, posted to YBR, or e-mailed to your preferred e-mail address. The K-C Corporate e-mail is the default. To review and update your e-mail, log on to YBR and click on Your Profile, then select Personal Information.

Password Reset

If you attempt to log on with an invalid password more than five times over any period unsuccessfully, you'll lock your account. You won't be able to access your information or use YBR until you request and receive a new password. If you have an e-mail address on file prior to requesting a password reset, your temporary password can be sent to you via e-mail. Otherwise, your temporary password is mailed to you (allow seven to 10 business days for receipt).

You can change your password any time on YBR. Log on using your existing password and choose Log On Information from the Your Profile tab on the YBR Home page. If you don't have Internet access, you can change your password by calling the Kimberly-Clark Benefits Center.

Internet Security

The YBR Web site conforms to Kimberly-Clark's computer security standards for Internet applications. This Web site takes special care to maintain the privacy of your personal and benefits data. All data is encrypted to minimize the risk of eavesdropping, tampering, and forgery over the Internet.

Kimberly-Clark Benefits Center

If you don't have access to a computer, you can call the Kimberly-Clark Benefits Center at **800-551-2333** and use the automated telephone system to make benefit inquiries and simple requests or you can speak to a Benefits Center representative. Benefits Center representatives are available from 9 am to 5 pm ET, Monday through Friday, except holidays. Dial **718-354-1340** outside the U.S. and Canada. Hearing impaired callers should call their local Hearing Impaired Relay Service for assistance in calling the Benefits Center.

Like calls to other customer service centers that process financial transactions, the calls to the Benefits Center are recorded for quality assurance.

Contacting the Benefits Center by Phone

	Phone Number	Benefits Center Hours
United States and Canada	800-551-2333 (toll-free)	9 am to 5 pm ET, Monday through Friday, except holidays
International	718-354-1340 (not toll-free)	
Hearing Impaired	Your local Hearing Impaired Relay Service	

Benefits Center Holiday Schedule*

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

* Other holidays may be scheduled in addition to those listed.

Your Rights Under ERISA

Receive Information About Your Plan and Benefits

The Plan adheres to the requirements under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. As a participant in the Plan, you're entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants be entitled to the following:

- Examine, without charge, at the Plan Administrator's office and other specified locations, such as worksites, all documents governing the Plan. These may include insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA) at:

  Public Disclosure Room
  Employee Benefits Security Administration
  U.S. Department of Labor
  200 Constitution Avenue, NW, Room N 15
  Washington, D.C. 20210

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, copies of the latest Form 5500 annual report, and an updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Examine the annual report and receive a copy of it upon request.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your ERISA rights.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial (all within certain time schedules).

Under ERISA, there are steps you can take to enforce your ERISA rights. For instance:

- If you request a copy of Plan documents or the latest annual report from the Plan and don't receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control.

- If you have exercised your appeal rights herein provided and your claim for benefits is denied or ignored—in whole or in part—you may file suit in a state or Federal court. No action at Law or Equity shall be brought to recover under the Plan until the appeal rights herein provided have been exercised and the Plan benefits requested in such appeal have been denied in whole or in part.

- If you disagree with the Plan's decision or if the Plan doesn't respond to your request concerning the status of a Qualified Domestic Relations Order (QDRO), you may file suit in a Federal court.

- If it should happen that Plan fiduciaries misuse the Plan's money or if you're discriminated against for asserting your ERISA rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

- If you file suit against the Plan, the court decides who should pay court costs and legal fees. If you're successful, the court may order the person you've sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about the Plan, contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor (listed in your telephone directory) or the:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by:

- Calling the publications hotline of the EBSA at **866-444-3272**;
- Logging on to the Internet at **www.dol.gov/ebsa**; or
- Contacting the EBSA field office nearest you.

Appendix

Eligibility Chart

Employers and employees eligible to participate in the Kimberly-Clark Corporation Pension Plan.

Employers	Participating Employee Groups
Avent, Inc.	All exempt salaried employees
Kimberly-Clark Corporation	All salaried employees, and non-organized hourly employees at the Beech Island, Berkeley, and New Milford facilities
Kimberly-Clark Financial Services, Inc.	All salaried employees
Kimberly-Clark Global Sales, LLC	All salaried employees (effective January 1, 2003 for those in this schedule on December 31, 2002)
Kimberly-Clark International Services Corporation	All salaried employees
Kimberly-Clark Pennsylvania, LLC	All salaried employees (effective January 1, 2003 for those in this schedule on December 31, 2002)
Kimberly-Clark Worldwide, Inc.	All salaried employees
Kimberly-Clark Printing Technical Paper, Inc.	All salaried employees
Kimberly-Clark Michigan, Inc.	All salaried employees (effective January 1, 2003 for those in this schedule on December 31, 2002)
Kimberly-Clark Services, Inc.	All salaried employees (effective April 1, 2007 for those in this schedule on March 31, 2007)
Please Note: Eligible groups only include employees hired before January 1, 1997 (before January 1, 1995 for Scott heritage employees).	