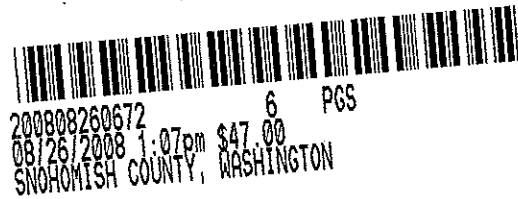


Enclosure B

After Recording Return to:

Department of Ecology
Northwest Regional Office
3190 160th Ave. SE
Bellevue, WA 98008-5452



Environmental Covenant

Grantor: Kimberly-Clark Worldwide Inc.
Grantee: State of Washington, Department of Ecology
Legal: A portion of the west half of Section 21, Township 29, Range 5 East of the Willamette Meridian, Snohomish County, Washington. Referred to as "Riverside Woodyard," 3700 Railway Avenue, Everett, Washington 98201
Tax Parcel Nos.: 29052100201000 and 00480100200800
Cross Reference: None.

Grantor, Kimberly-Clark Worldwide Inc. ("K-C"), hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by K-C, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant ("Property"). The Remedial Action conducted at the Property is described in the following document[s]:

1. Notification Letter of No Further Action Determination for Independent Remedial Action at Riverside Wood Yard, Department of Ecology, dated November 6, 2007.

2. Memorandum, Risk-Based Cleanup Level for Oil-Range TPH in Western Swale Soils, Former Riverside Chip Mill/Storage Areas and Riverside Woodyard Properties, Everett, Washington, prepared by Aspect Consulting, dated October 29, 2007.
3. Memorandum, Risk-Based Cleanup Level for Oil-Range TPH at Diesel AST, Riverside Woodyard, Everett, Washington, prepared by Aspect Consulting, dated October 29, 2007.
4. Phase 2 Environmental Site Assessment and Cleanup Report, Riverside Woodyard, prepared by Aspect Consulting, dated December 2006.
5. Phase I Environmental Site Assessment, Kimberly-Clark Worldwide, Inc., Riverside Woodyard, Everett, Washington, prepared by Delta Environmental Consultants, Inc., dated 28 December 2005.

These documents are on file at Ecology's Northwest Regional Office. As described in the above-referenced documents, a Remedial Action for unrestricted land use was conducted at the Property except as described below.

This Covenant is required because the Remedial Action resulted in residual concentrations on the Property of carcinogenic polycyclic aromatic hydrocarbons (cPAHs) in soil which exceed the Model Toxics Control Act Method B Soil Cleanup Level(s) for unrestricted land use established under WAC 173-340-740 as described below. As described in the Riverside Woodyard Phase 2 Environmental Site Assessment and Cleanup Report and Ecology No Further Action letter, cPAHs were detected at concentrations above MTCA Method B soil cleanup levels for unrestricted use, but below MTCA Method C soil cleanup levels for industrial use, in surface soils within the former creosote wood chipping area, along an existing railroad spur, and a small drainage swale north of the spur.

If, in the future, cleanup standards for unrestricted use are met throughout the Property by additional remediation of the cPAH concentrations above MTCA Method B unrestricted soil cleanup levels described above, then this Covenant may be removed in accordance with RCW 64.70.100 if Ecology, after public notice and comment, concurs with the removal.

The undersigned, Kimberly-Clark Worldwide Inc., is the fee owner of the Property that is subject to this Covenant. The Property is located in the Snohomish County, Washington, and is legally described in Attachment A of this Covenant, which is made a part hereof by reference.

K-C makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. The Property shall be used only for traditional industrial uses, as described in RCW 70.105D.020(23) and defined in and allowed under the City of Everett's zoning regulations codified in the City of Everett Municipal Code as of the date of this Covenant.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in a new release or exposure, or the exacerbation of an existing release or exposure, to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology. Industrial development of the property that results in the release or exposure to the environment of cPAHs in soil below applicable cleanup levels is not considered a prohibited activity, provided that: (1) the terms of this Covenant are met; and (2) best management practices are implemented to ensure the prevention of off-Property migration of the contamination. Such best management practices include, but are not limited to, as applicable measures to protect workers during construction, and dust suppression measures.

Section 4. The Owner of the Property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No

conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for any required continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the Property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Kimberly-Clark Worldwide Inc.

Kenneth A. Strassner
Name and Title: Vice President

Dated: 8-11-08



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Robert W. Warren

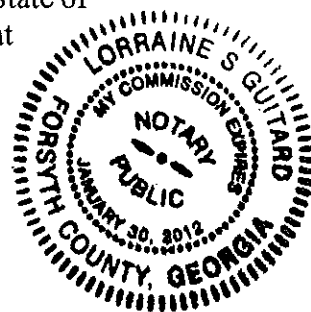
Robert W. Warren
Section Manager, NWRO Toxics Cleanup Program

Dated: 8-22-08

STATE OF Georgia
COUNTY OF Forsyth

On this 11 day of August, 2008, I certify that Kenneth A. Shassner personally appeared before me, acknowledged that he/she is the Vice President of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.

Lorraine S. Guitard
Notary Public in and for the State of
Georgia, residing at
Forsyth County
My appointment
expires 1/30/2012.



STATE OF WASHINGTON
COUNTY OF _____

On this _____ day of _____, 2008, I certify that _____ personally appeared before me, acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument, and acknowledged it as the _____ [type of authority] of _____ [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of
Washington, residing at

My appointment expires
_____.

Exhibit A

Legal Description

Lot 3 of Boundary Line Adjustment No. 05-0515, recorded December 23, 2005, under Snohomish County Auditor's File Number 20051223817.

together with

Lot 5 of Lot 3 of Boundary Line Adjustment No. 05-0515, recorded December 23, 2005, under Snohomish County Auditor's File Number 200512230817.