

1. Dispenser Lease Subject to the terms and conditions of this Lease, Georgia-Pacific Consumer Products LP ("GP") will lease to the undersigned ("End User") certain enMotion towel dispensers ("Dispensers"). **All Dispensers leased under this Lease remain GP's property.** End User will pay an initial fee (as determined by GP) to GP through a distributor for each Dispenser (a "Dispenser Lease Charge") that GP will quote when GP receives End User's order. The Dispenser Lease begins when GP delivers that Dispenser to End User and continues for five (5) years and will extend automatically annually thereafter without further charge.

2. Dispenser Restrictions End User will only use the appropriate enMotion branded products ("Products") in the Dispensers. **Using or permitting the use of other unauthorized product(s) in a Dispenser is prohibited and is a material violation of this Lease.** End User will only purchase Products from distributors that GP authorizes to sell the Products. The Dispensers will not become fixtures when installed and End User will not encumber nor will it allow liens to attach to the Dispensers. End User is responsible for any taxes or fees resulting from leasing Dispensers.

3. GP's Intellectual Property All intellectual property contained in, associated with or connected to the Dispensers, including, without limitation, trademarks, trade names, patents, copyrights, registered design rights, know-how, labels, advertising, GP promotions and other GP literature (the "Intellectual Property") are and will remain GP property. GP will indemnify, defend and hold harmless End User from any claims that the Dispensers or Products infringe the intellectual property rights of any third party. This Lease grants End User a revocable, non-exclusive, non-transferable, limited license under all patents which GP may now own or acquire covering the Dispensers for the sole purpose of using the Dispenser to dispense Products in the manner authorized by GP. End User will promptly notify GP in writing, upon End User's actual knowledge thereof, of any actual, threatened or suspected infringement or dilution of, or any action, claims, demands or proceeding in relation to, any of the Intellectual Property. The End User will not (a) cause or, where preventable, permit anything to be done (or not done) that may damage or endanger GP's rights in the Intellectual Property; (b) in any way alter any Dispenser packaging or labeling; (c) remove or in any way tamper with GP's trademarks on the Dispensers; or (d) affix any other trademark(s), logo(s) or other mark(s) on any Dispensers.

4. Warranty and Repair

4.1 The Dispenser will be free from defects in workmanship and materials under normal use with conforming Products for five (5) years after the Dispenser is installed; provided, however, End User will, promptly after discovering any alleged defect, report in writing to GP the location of the allegedly defective Dispenser, the nature of the defect, and the date of the installation. Other than this warranty, GP disclaims all other warranties with respect to the Dispensers, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

4.2 If GP determines that defects in workmanship or material exist in any Dispenser, then GP will, in its sole discretion, either repair the defects, provide replacement parts or replace the Dispenser. The remedies stated herein are the sole and exclusive remedies to which End User is entitled for defects in material or workmanship under the warranty in Section 4.1. Neither the initial lease term nor the warranty under 4.1 will renew when GP replaces a Dispenser under this Section 4.2 (or for any other reason), but continues from the date the initial Dispenser was delivered. Except for the repair or replacement remedy in this Section 4.2, End User will be responsible for all other Dispenser maintenance and repair and all costs related thereto.

4.3 GP will not be liable for losses, damages, costs or expenses resulting from (a) End User's or any other third party's improper installation, improper use, or abuse of Dispensers, or (b) use of products not authorized by GP for use in Dispensers. **GP will not be liable to End User, under any legal theory or cause of action at law or in equity, for indirect, consequential or incidental damages with respect to (a) the limited warranty in Section 4.1; (b) the corresponding remedy in Section 4.2; or (c) for any other damages or remedies of any kind beyond those provided in this Lease.**

5. Termination and Removing and Repossessing Dispensers

5.1 Either party may terminate this Lease without cause by giving at least thirty (30) days written notice to the other party.

5.2 GP may immediately terminate this Lease, or, at GP's option, any one or more of End User's individual Dispenser leases leased hereunder, upon written notice to End User if End User: (a) breaches any provision of this Lease; (b) ceases to carry on, sells or otherwise transfers its business or assets ; (c) becomes insolvent or commences any proceedings or any proceedings are commenced against it under any bankruptcy or insolvency legislation or makes an assignment for the benefit of creditors; or (d) engages in any activity relating to its performance in violation of any law or regulation or that may adversely impact GP's or its product's goodwill or reputation.

5.3 Within thirty (30) days after this Lease terminates (or specific Dispenser leases are terminated, as the case may be), End User will either (a) remove all Dispensers and deliver those Dispensers to a place or places designated by GP, or (b) provide GP a list of the Dispensers and the Customer locations where they are installed so that GP may remove them and pick them up. If GP terminates the Lease pursuant to 5.1, then GP will pay the reasonable cost of removing and shipping the Dispensers, otherwise, End User is responsible for all such costs.

5.4 If End User fails to return the Dispensers to GP (or provide information about their location, as the case may be) as required under Section 5.3, then GP or its designees may (at End User's expense) enter the premises where the Dispensers are located and take the Dispensers into its or their possession without incurring liability to End User.

6. General Provisions

6.1 Any notices to either party with regard to this Lease or the Dispensers will be sent to the address listed below the party's signature line. End User may not assign its rights or obligations under this Lease without GP's prior written consent. This Lease will inure to the benefit of and be binding upon respective successors and authorized assigns of the parties hereto.

6.2 Subject to Paragraph 6.3, no modification of or amendment to this Lease will be binding unless set forth in writing and executed by both parties and no waiver of any breach of this Lease will be binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived. This Lease constitutes the entire agreement between the parties with respect to the subject matter and cancels and supersedes any prior understanding or agreement between the parties. End User is not a GP agent or a GP employee and will at all times be an independent contractor. This Lease will be governed by Georgia law. If any provision of this Lease is deemed unenforceable, invalid or illegal by a court of competent jurisdiction, then the validity of the remaining provisions will not be affected and the rights and obligations of GP and End User to be construed and enforced as if the Lease did not contain the particular provision deemed invalid or illegal.

6.3 The Dispensers that are the subject of this Lease are a part of GP's overall Dispenser Leasing Program. GP may modify its Dispenser Leasing Program as GP deems appropriate at any time. Therefore, to the extent that such Dispenser Leasing Program modifications impact this Lease, such modifications will only be applicable to Dispensers shipped after the effective date of such Program modification unless otherwise consented to by End User. GP will provide at least thirty (30) days advance notice of any Dispenser Leasing Program modification. Notwithstanding the foregoing, GP may change the Dispenser charges and any other Dispenser-related fees at any time. End User will only place the Dispensers in its locations within the United States.

DISPENSER SKU	QUANTITY

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END USER'S PREFERRED AUTHORIZED PRODUCT DISTRIBUTOR & SOLD TO NUMBER
END USER
BY (Authorized Signature)
PRINT NAME
TITLE
ADDRESS
CITY / STATE / ZIP

Georgia-Pacific Consumer Products LP 133 Peachtree Street, NE Atlanta, Georgia 30303 Atten: Georgia-Pacific Consumer Products Marketing Department
BY
PRINT NAME J. DAN SILK
TITLE VICE PRESIDENT, MARKETING
SIGNATURE / EFFECTIVE DATE