



GP Pro™
 133 Peachtree Street, NE
 P. O. Box 105605
 Atlanta, GA 30303-5605
www.gppro.com
Julie A. Howard
 Vice President & General Manager
 Towel Category

[date]
 [End User]
 Attn: [End User contact]
 [End User address]

Re: Dispenser Agreement

Dear [End User contact]:

At the request of [End User] ("End User") as consideration for End User agreeing to the terms of Georgia-Pacific Consumer Products LP's ("GP") Dispenser Agreement (the "Agreement") for the use of GP's enMotion® dispensers and the purchase of certain other GP dispensers, GP agrees to amend the terms and conditions of the Agreement as set forth below:

1. Section 1 is hereby deleted in its entirety and replaced with the following:
 - 1. Lease.** Georgia-Pacific Consumer Products LP ("GP") leases dispensers branded as enMotion® to the End User Company named in this Agreement ("End User"), in each case as indicated in this Agreement (collectively, "Leased Dispensers"). **All Leased Dispensers remain GP's property.** Lease begins when GP delivers a Leased Dispenser to End User and continues for one (1) year, unless terminated as provided herein, and will extend automatically annually thereafter without further charge.
2. The first sentence of Section 3 is hereby deleted in its entirety and replaced with the following:
 - 2. Lease Termination; Removal of Leased Dispensers.** Either GP party or End User may terminate the lease-related provisions of this Agreement (the "Lease") **without cause** by giving at least **90 days' written notice to the other party.**

This letter may be attached to the executed Agreement and indicate a modification thereto. End User agrees that the terms of this letter agreement are confidential and solely for the use of End User.

Sincerely,

Georgia-Pacific Consumer Products LP

By: _____
 Name: Julie Howard
 Title: VP & GM Towel Category

Acknowledged and agreed to by:
 [End User]

By: _____

Name:
 Title:

PERFORMANCE
 AT WORK™



AGREEMENT #: D-7221300

SECTION 1 – END USER COMPANY INFORMATION

COMPANY / ORGANIZATION NAME SAMPLE COPY	LOCATION / BUILDING NAME	COMPANY PHONE	
STREET ADDRESS	CITY	STATE / PROVINCE MN	ZIP / POSTAL CODE

SECTION 2 – AUTHORIZED END USER APPROVER

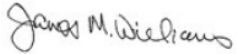
APPROVER'S FIRST NAME	APPROVER'S LAST NAME		
APPROVER'S JOB TITLE	APPROVER'S PHONE	APPROVER'S EMAIL ADDRESS	

SECTION 3 - DISPENSERS PLACED

INSTALLATION DATE	GEORGIA-PACIFIC SALES REPRESENTATIVE
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DISPENSER MFG ITEM #	DISPENSER NAME	QTY

SECTION 4 - AGREEMENT APPROVALS

END USER AUTHORIZED SIGNATURE	GEORGIA-PACIFIC SIGNATURE James M. Williams, VP 
END USER APPROVAL DATE	GEORGIA-PACIFIC APPROVAL DATE

SEE THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE.

To activate this agreement, send a signed copy via email to register@gapacms.com or fax to 1-877-329-4767.
For more information on GP PRO dispensers, visit www.gppro.com or call us at 1-866-HELLO-GP (1-866-435-5647).

1. Lease. Georgia-Pacific Consumer Products LP (“GP”) leases dispensers branded as enMotion® and SmartStock® to the End User Company named in this Agreement (“End User”), in each case as indicated in this Agreement (collectively, “Leased Dispensers”). **All Leased Dispensers remain GP’s property.** Lease begins when GP delivers a Leased Dispenser to End User and continues for 3 years, unless terminated as provided herein, and will extend automatically annually thereafter without further charge.

2. Lease Restrictions. End User will only use refills (“Products”) in Leased Dispensers that match the brand of the dispensers. Use or permitting the use of unauthorized product(s) in a Leased Dispenser is prohibited. End User will only purchase Products from distributors that GP authorizes to sell Products. End User will not (a) in any way alter any Leased Dispenser packaging or labeling; (b) remove or in any way tamper with GP’s trademarks on the Leased Dispensers; or (c) affix any other trademark(s), logo(s) or other mark(s) on any Leased Dispensers. GP owns all Dispenser intellectual property rights. End User may apply GP-authorized dispenser skins to SmartStock® dispensers; however, End User shall not use (i) a Bio-Blend Cutlery SmartStock® dispenser skin on a dispenser that does not contain Bio-Blend SmartStock® branded cutlery, or (ii) a SmartStock® branded compostable cutlery dispenser skin on a dispenser that does not contain SmartStock® branded compostable cutlery.

3. Lease Termination; Removal of Leased Dispensers. Either GP party or End User may terminate the lease-related provisions of this Agreement (the “Lease”) **without cause** by giving at least **30 days’ written notice to the other party**. Either party may **immediately terminate the Lease, upon written notice to the other party if such other party: (a) breaches any such provision (including, without limitation, Section 2) and fails to cure such breach within 10 days of receiving written notice of the breach; (b) ceases to carry on, sells or otherwise transfers substantially all of its business or assets; or (c) makes an assignment for the benefit of creditors.** Within 30 days after the Lease terminates (including with respect to a particular Leased Dispenser), End User will either (a) remove all Leased Dispensers and deliver those Leased Dispensers to a place or places designated by GP in the continental United States, or (b) provide GP a list of the Leased Dispensers and locations where they are installed so that GP may remove them and pick them up. If GP terminates the Lease without cause, then GP will pay the reasonable cost of removing and shipping the Leased Dispensers; otherwise, End User is responsible for all such costs. If End User fails to return the Leased Dispensers to GP (or provide information about their location, as the case may be), then GP or its designees may (on reasonable notice, during normal business hours, and at End User’s expense) enter the premises where the Leased Dispensers are located and take the Leased Dispensers into its possession without incurring liability to End User. End User will not be entitled to refund of any fees as a result of termination or recovery of Leased Dispensers.

4. Warranty and Repair. Each dispenser will be free from defects in workmanship and materials for the following periods when used with the appropriate refills under normal use:

- enMotion® brands: Lifetime after installation
- SmartStock® cutlery brands: 5 years after installation
- All other brands: refer to the Dispenser Warranty that accompanies your dispensers

End User will promptly report to GP via 1-866-HELLOGP: location of the allegedly defective Dispenser, nature of defect, and date of installation. GP disclaims all other warranties with respect to Dispensers, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. If GP determines in good faith that defects in workmanship or material exist in any Dispenser, GP will, in its sole discretion, either repair defects, provide replacement parts or replace the Dispenser. Neither the initial lease term nor this warranty will renew when GP replaces a Dispenser; both continue from the date initial Dispenser was delivered. Except for this warranty, End User is responsible for all other Dispenser maintenance and repair. GP will not be liable for losses, 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 non-authorized products. GP will not be liable to End User for indirect, consequential or incidental damages with respect to this limited warranty and remedy; or for any other damages or remedies beyond those provided in this agreement.

5. General Provisions. End User may assign its rights and obligations with respect to the Leased Dispensers without GP’s prior written consent to a subsequent purchaser of the facility in which the Leased Dispensers are installed if the assignee is provided notice of the terms of this Agreement and agrees to be bound by its terms regarding the Leased Dispensers. This Agreement will inure to the benefit of and be binding upon respective successors and authorized assigns of the parties hereto. If any provision of this Agreement 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 will be construed and enforced as if the Agreement did not contain the particular provision deemed invalid or illegal. End User will only place the Leased Dispensers in its locations within the United States.

Revision: 5202439v2 (03/2017)