

MEMBERSHIP AND PLEDGE AGREEMENT

THIS MEMBERSHIP AND PLEDGE AGREEMENT (this "Agreement") is made and entered into on this ___ day of _____, 201_, (the "**Effective Date**") by and between Georgia Association of Fire Chiefs ("**GAFC**"), a Georgia not-for profit corporation, with its principal place of business located at (P.O. Box 105377, Atlanta, GA 30348) and _____, a _____, and a pipeline operator within the state of Georgia, and with its principal place of business at _____ (the "**Participant**").

WHEREAS, in recognition of the potential risks in pipeline emergencies, and the required coordination and cooperation between Georgia emergency responders and pipeline operators, GAFC, along with other representatives of the pipeline industry, regulators, local governments and emergency responder organizations ("**Stakeholders**"), created a cooperative working group known as the "Georgia Pipeline Emergency Responders Initiative" ("**GPERI**"), for use by the Stakeholders to enhance public safety in the State of Georgia by improving responses to pipeline emergencies through well-developed communication plans and training programs;

WHEREAS, in support of GPERI, GAFC will administer and oversee certain training, education and other programs with certain funding to be provided by Stakeholders and other sources; and

WHEREAS, Participant, as a pipeline operator, desires to associate itself with GPERI and desires that it be allowed to designate itself as a member and participant in GPERI, and to provide certain funding and other resources and information in support of GPERI, as further set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing (the adequacy of which is hereby acknowledged) and the terms and conditions stated herein, the parties hereby agree as follows:

1. Participant Commitment: In support of GPERI for a three year period, and in exchange for the benefits of membership as further set forth in this Agreement, Participant hereby pledges, and agrees to pay GAFC, an annual sum of _____ Dollars (\$_____) ("**Pledge Commitment**") to support this program. The Pledge Commitment for the first year will be paid to GPERI within 60 days of the Effective Date of this Agreement, the Pledge Commitment for the second year will be paid to GPERI no later than that date which is 12 months from the Effective Date of this Agreement, and the Pledge Commitment for the third year will be paid to GPERI no later than that date which is 24 months from the Effective Date of this Agreement. The amount of the annual Pledge Commitment will not change for the three year period of this Agreement. For sake of clarity and understanding, the Pledge Commitment was determined for local distribution companies and municipal operators based off of the number of active service lines in such company's or operator's system, and was determined for interstate pipeline operators based off of the number of counties in Georgia in which the interstate pipeline operator has facilities (as further described in **Attachment A**). It is also

understood and agreed that the Pledge Commitment as received may be invested or held by GAFC as it shall best determine pending distribution to the purposes described herein.

2. Use of Pledge Commitment. Participant agrees and it is understood that the Pledge Commitment shall be used for the purpose of providing a consistent stream of funding to meet the annual budget, operating and other expenses required to carry out the goals and mission of GPERI, including without limitation, any training, educational or public safety initiatives for developing and implementing a training and communication program for responding to pipeline and related emergencies.

3. Designation of Participant as a Member. In return for payment of the Pledge Commitment, Participant may refer to and designate itself, and GPERI will recognize Participant, as a member or participant in the “Georgia Pipeline Emergency Responders Initiative” cooperative working group. Subject to Participant’s payment of the Pledge Commitment, Participant shall be entitled to the benefits of membership in GPERI, as may be determined by any board or other committee established or created to administer GPERI, including without limitation, participation in any training programs and access to any reports or documents generated in connection with any training or educational programs in connection with GPERI.

4. Use of Marks. Participant grants to GAFC, and GAFC grants to Participant, permission and a limited nonexclusive license to display the name and trademark of the Participant, and of GPERI (in such format as specified in writing by each party). All names, trademarks and other intellectual property will remain the property of their respective owner, whether GAFC or Participant as the case may be. Further, GAFC and Participant each agree to promptly and permanently cease such display or use upon the written demand by such party.

5. Binding Commitment and Intent. It is the agreement of the parties and the intention of Participant that the Pledge Commitment and any unpaid promised installment under this Agreement shall constitute the Participant’s binding obligation and shall be enforceable at law and equity including, without limitation, against the Participant, and their successors and assigns. Participant acknowledges that GAFC is relying, and shall continue to rely, on Participant’s Pledge Commitment being fully satisfied as set forth herein. In the event that Participant fails to pay the Pledge Commitment as set forth above, GAFC may, in addition to its other remedies under law and equity, terminate this Agreement and any privileges of membership provided for herein.

6. Warranties and Representations.

(a) Each party represents and warrants to the other that the person executing this Agreement on its behalf has the full authority to so execute on behalf of such party.

(b) Each party represents and warrants that it is a company duly incorporated under the laws of the jurisdiction in which it is incorporated, has the legal right to enter into this Agreement, and that entering into this Agreement does not violate or contravene any obligations that a party may have to any third party.

7. Miscellaneous

(a) Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (b) the word “including” and words of similar import shall mean “including, without limitation;” (c) provisions shall apply, when appropriate, to successive events and transactions; (d) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (e) references to “days” or a “day” shall mean a calendar day, unless otherwise stated; and (f) as this Agreement is the product of negotiations between the parties and their respective counsel, no provision or section of this Agreement shall be construed against either party by reason of ambiguity of language, rule of construction against the draftsman, or similar doctrine.

(c) Governing Law. All matters arising from or relating to this Agreement shall be governed and construed in accordance with the laws of the state of Georgia, United States of America, without giving effect to any choice-of-law provision or rule (whether of the state of Georgia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The Federal or state courts situated in Fulton County, Georgia, United States of America, have exclusive jurisdiction over the resolution of all disputes that arise under this Agreement, and each party irrevocably submits to the personal jurisdiction of such courts.

(d) Assignment. No party may assign any of its rights under this Agreement or delegate its performance under this Agreement, whether voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or in any other manner, without the prior written consent of the other party. Notwithstanding the foregoing, upon notice to GFAC, Participant may assign its rights and delegate its performance under this Agreement to: (i) any entity that acquires all or substantially all of Participant’s assets or substantially all of the assets of that portion of Participant’s business that manages this Agreement; (ii) any affiliate that controls, is controlled by, or is under common control with Participant; or (iii) any successor in a merger, acquisition, or reorganization, including any judicial reorganization. Any purported assignment of rights or delegation of performance in violation of this paragraph is void.

(e) Successors and Assigns; No Third Party Beneficiaries. This Agreement is legally binding upon and inures to the benefit of the parties and their permitted successors and assigns. No third party is intended to benefit from, nor may any third party seek to enforce, any of the terms of this Agreement.

(f) Relationship of the Parties. Nothing contained in this Agreement shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties, or to grant either party the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of, or on behalf of, the other party.

(g) Complete Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement by or from the other party except for those expressly contained in this Agreement.

(h) Modification. The terms of this Agreement may not be modified or amended other than by a writing executed by both parties by their duly authorized representatives.

(j) Waiver. The failure of either party to enforce any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require performance by the other party of any of the provisions in this Agreement, is not a present or future waiver of such provisions and does not affect the validity of this Agreement or the right of the other party to enforce each and every provision of this Agreement thereafter. The express waiver (whether one or more times) by either party of any provision, condition or requirement of this Agreement does not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

(k) Remedies Cumulative. Except as specifically set forth in this Agreement, the rights and remedies set forth in this Agreement are cumulative and are not intended to be exhaustive. A party's cure of any failure to perform under this Agreement does not excuse liability for any delays or other damages the non-defaulting party may have incurred resulting from the failure.

(l) Savings Clause. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which, taken together, constitutes a single enforceable agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date and year above written.

GEORGIA ASSOCIATION OF FIRE CHIEFS *[PARTICIPANT]*

By _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for Notices:	Address for Notices:
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**Please mail signed copy of this document to:
Georgia Association of Fire Chiefs
PO Box 105377
Atlanta 30348**