

TRAINING RECORDING AGREEMENT

This Agreement, dated effective as of August 10, 2011, by and between Rockwell Automation, Inc. a Wisconsin corporation with local offices at 1201 South 2nd Street, Milwaukee, WI 53204 and LEUCG, with offices located at 200 E. Main, Lexington KY ("Customer").

WHEREAS, Customer has heretofore purchased certain Rockwell Automation industrial automation products and wishes to have certain of its employees attend the following Rockwell Automation conducted training classes relative to such products (collectively, the "Training):

Course Title

Conducted From/To

PowerFlex 750 Training

to be conducted at WEST HICKMAN WASTEWATER PLANT; and

WHEREAS, Customer wishes to make an audio/visual recording ("Recording") of the Training for further reference purposes and use by its own internal designated training instructors and those employee who were attendees at the Training. Recording shall be defined as any and all current and future methods of visual and audio recording including but not limited to cell phone, digital, audio, video etc.); and

WHEREAS, the contents of the Training are considered proprietary and confidential to Rockwell Automation; and

WHEREAS, Rockwell Automation has agreed to allow the Recording by Customer subject to certain special terms and conditions.

NOW, THEREFORE, subject to the terms and conditions set forth herein, it is agreed as follows:

1. Privilege of Recording. Rockwell Automation hereby grants to Customer a non-exclusive, non-transferrable, one-time privilege of Recording of the Training. Said resulting Recording (s) to be referred herein as the "Master Recording."

2. Limitations on Privilege. In addition to other limitations and conditions contained herein, the privilege granted Customer hereunder will be limited as follows:

(a) The proper, safe, economical and efficient conducting of the Training will take precedence over any and all terms and conditions of this Agreement. Without liability to Customer, Customer's right of Recording under this Agreement may be suspended or terminated at any time to the extent Rockwell Automation deems necessary for the proper, safe, economical and efficient conducting of the Training.

(b) The privilege granted Customer hereunder is for Recording of the Training for Customer's internal reference purposes only; said purposes limited to the periodic review of the Master Recording by authorized Customer who were in attendance during the Training. Under no circumstance may the Master Recording be viewed or used by or

its contents otherwise displayed or relayed to any other Customer employee or third party.

(c) All copies of the Master Recording will have the following legend physically affixed by permanent label to the tape (or recording device the Master Recording is contained) and also visually-displayed at the beginning and end of the Master Recording (display to remain on screen for such time as may be necessary to allow an individual of limited reading ability to fully read the display):

THIS MASTER RECORDING WAS CREATED UNDER A SPECIAL LICENSE GRANTED BY ROCKWELL AUTOMATION, INC. AND ITS VISUAL AND AUDIO CONTENTS MAY NOT BE REPRODUCED, TRANSCRIBED OR OTHERWISE COPIED WITHOUT THE EXPRESS WRITTEN PERMISSION OF ROCKWELL AUTOMATION. ACCESS TO AND USE OF THIS MASTER RECORDING SHALL BE LIMITED TO PRIVATE VIEWING BY AUTHORIZED EMPLOYEES OF (insert Customer's name) FOR INTERNAL REFERENCE PURPOSES ONLY. NO VIEWER SHOULD RELY ON THE COMPLETENESS OR ACCURACY OF TOPICS COVERED IN THIS MASTER RECORDING, NOR SHOULD IT BE CONSIDERED AS REPRESENTING A COMPLETE TRAINING PROGRAM.

CAUTION - THE PROCEDURES DESCRIBED IN THIS MASTER RECORDING INVOLVE THE USE OF HIGH-VOLTAGE ELECTRICITY AND CAN BE POTENTIALLY DANGEROUS IF NOT CONDUCTED BY A TRAINED AND QUALIFIED ELECTRICIAN OR PRODUCT TECHNICIAN.

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(d) Immediately following Recording, but prior to any dissemination and use by Customer, Customer agrees to provide a copy of the Master Recording to Rockwell Automation, who will have the right (but not the obligation) to review and direct that Customer edit any portion of the Master Recording in order to confirm and insure the accuracy of material portrayed. No changes or additions to the Master Recording's content may be made without Rockwell Automation's prior written permission.

(e) Customer acknowledges that the Master Recording will contain information that is proprietary and confidential to Rockwell Automation, and agrees to maintain its contents in confidence in a manner no less than that accorded Customer's own proprietary and confidential information. Once finalized, only one original and one copy for archival purposes of the Master Recording may be maintained by Customer. One additional archival copy will also be provided to Rockwell Automation. No visual or audio portion of the Master Recording may be otherwise reproduced, copied, extracted or transcribed in any form.

(f) Except for the rights expressly granted herein, ownership of all copyrights and other use rights in and to the Master Recording (including all Training course material forming the basis of the Master Recording) will remain solely vested with Rockwell Automation. No license under any patent, copyright, trademark, trade secret or other intellectual property right is granted or implied.

(g) All costs associated with the creation and reproduction of the Master Recording will be the responsibility of Customer.

3. Indemnification. Customer agrees to indemnify, defend and hold harmless Rockwell Automation, its parents, affiliates, subsidiaries, its and their respective officers, directors, employees and agents, (collectively or singularly, the "Indemnified Party") from and against any and all loss, damage, liability, claims, costs, charges or expenses (including reasonable attorney fees) which an Indemnified Party may suffer or sustain or be in any way subjected to on account of injury or death of any person or damage to or loss of property caused by or resulting from, arising out of or occurring in connection with (i) any act or omission on the part of Customer, its agents or employees during the course of such Recording, or (ii) any subsequent use of the Master Recording by Customer, its agents or employees, or other third party.

4. Warranty/Limit of Liability. Notwithstanding any subsequent review or comment by Rockwell Automation, Rockwell Automation makes no representations or warranties of any kind with respect to any of the contents of the Master Recording, and Customer's use of the Master Recording will be at its sole and exclusive risk. IN NO EVENT, REGARDLESS OF CAUSE, WILL ROCKWELL AUTOMATION ASSUME RESPONSIBILITY FOR OR BE LIABLE (a) FOR INDEMNIFICATION OF CUSTOMER OR OTHERS FOR COSTS, DAMAGES, OR EXPENSES EACH ARISING OUT OF OR RELATED TO THE MASTER RECORDING OR (b) FOR INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE, INCLUDING ANY LOSS, INJURY, OR OTHER DAMAGES. THIS LIMITATION OF ROCKWELL AUTOMATION'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

5. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Wisconsin. All disputes arising hereunder will be submitted to a state or federal court of competent jurisdiction in Milwaukee County, Wisconsin, and each party consents to in personam and in rem jurisdiction with respect thereto.

6. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto as to the subject matter of this Agreement and supersedes all prior commitments, representations and discussions between the parties hereto, whether oral or in writing. This Agreement may not be amended, changed or otherwise modified except in a writing duly executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

ROCKWELL AUTOMATION, INC

CUSTOMER

By Thomas Grosskopf
THOMAS GROSSKOPF
(printed name and title of authorized representative)

By Linda Gorton
Linda Gorton, Mayor
(printed name and title of authorized representative)

TERRITORY SERVICES MGR.