

ANNUAL CUSTOMER NOTICE

This Annual Customer Notice provides an overview and relevant information about the cable television services that FPB provides. More detailed information about the services is available at www.fpb.cc/fpb-tariff.

You may view pricing and channel line-ups at www.fpb.cc/cable-tv. If you have questions about this notice or would like to receive a paper copy of rates, or channel line-up call FPB customer service at 502-352-4372.

SIGNAL LEAKAGE

1. TAMPERING LEADS TO CABLE SIGNAL LEAKAGE

Any unauthorized hookups by customers found by the Plant Board can result in retroactive charges, a \$89 tampering charge, and possible prosecution. Cable Signal Leakage (CLI) occurs when frequencies transmitted within a cable system are not properly contained within the cable plant, loose connectors, damaged cable, and equipment may cause leakage. These connectors, cables, and equipment may be in the cable system or inside the home.

The FCC requires that all detected leaks be repaired in a timely manner. For leaks caused by customer equipment or in-home wiring, repairs must be made or service could be disconnected.

For more information on cable signal leakage, go to http://www.fcc.gov/csb/facts/sig_leak.html or go to www.fpb.cc.

CABLE TELEVISION SERVICE PROVISIONS

1. Whenever service is terminated, the subscriber shall return any Plant Board equipment, such as a converter, to the Plant Board Office. If the returned equipment is received by the Plant Board and is found to be in satisfactory working condition, and subscriber has paid all service charges and any other applicable fees or charges, subscriber shall be entitled to the original amount of the deposit for the equipment without interest. If the returned equipment is returned to the Plant Board and is not found to be in satisfactory working condition, or if said equipment has been opened, tampered with, defaced, or damaged (normal wear and tear excepted) said equipment deposit shall not be returned to the subscriber, but shall be retained by the Plant Board and applied toward the cost of its repair or replacement. The customer will be responsible for the cost of damaged equipment not covered by a security deposit.

2. Any equipment or service rendered to the subscriber is subject to no warranties from the Plant Board, either expressed or implied. Subscriber agrees to pay the Plant Board for any repairs to its equipment and facilities at the Plant Board's applicable rates. The subscriber agrees not to tamper with any of the Plant Board's equipment or alter, in any manner, any Plant Board property. The subscriber shall also receive the Plant Board's CATV Service with the understanding that subscriber will adequately safeguard all Plant Board properties upon the subscriber's premises from alteration and abuse from others, and that subscriber will not hire or permit anyone other than authorized Plant Board Personnel to perform any work on Plant Board's property, equipment, and facilities.

3. The subscriber shall pay a prorated monthly service and equipment rental charge from date of installation to the end of that same month. The prorated charge shall be due on the 15th day of the following month. Thereafter, the subscriber's payment for a given month's service must be received by the 15th of the same month for which the service charge applies.

4. The new subscriber may elect to receive premium service only after he has submitted an application for basic service. A subscriber may not receive premium video service without basic service unless specifically authorized by the General Manager. An existing basic service subscriber can sign up for premium service by phone call or visit to

the office. An existing basic service subscriber who elects to receive premium service will be charged for service monthly as provided in Rule 3. Premium Service Programming cannot be provided to subscribers who shall charge any fee for viewing, or in public places for viewing, by mass audience.

5. The subscriber agrees that the Plant Board, its agents, servants, or employees, shall not be held liable or responsible for any damage or injury to the property of the subscriber occurring during installation or maintenance of facilities including, but not limited to, outlet, cable, connector, converters, etc., to provide and/or maintain service to subscriber.

6. The subscriber shall not hold the Plant Board responsible or liable for programming content, nor for any changes, additions, or deletions in its programming or time schedule associated therewith.

7. In order to provide service, the Plant Board shall occasionally make use of poles or conduit owned in whole, or in part, by other utilities, both power and telephone, the continued use of which is in no way guaranteed. In the event the continued use of such poles is denied for any reason, the Plant Board will make every reasonable effort to provide service over alternate routes and facilities. The subscriber agrees that s/he will make no claims or undertake any action against any utility, including the Plant Board, if the services provided to the subscriber are interrupted or discontinued for this or any other reason.

8. The Plant Board's overhead CATV Service Drop to the subscriber's premises shall be located as closely to the demarcation point/electrical service attachment as is safe and practical.

9. All residential Electric, Water and Cable Services at a location should be signed for by the same individual, except for owners of rental property or extraordinary circumstances, which are approved by the General Manager. This is intended to achieve the economics made possible by combined billing of Electric, Water and Cable Services.

10. The subscriber shall not record or tape any of the programming provided by the Plant Board, nor shall the subscriber allow only other persons to do so, except for personal use.

11. Emergencies- Emergency service is provided to repair damage to Plant Board facilities resulting from weather-related problems, failure of Plant Board owned facilities, damage caused by others to Plant Board facilities, or other causes resulting in the loss of service to the customer. Charges are made for emergency repair resulting from negligence, improper notification, vehicle accidents, and vandalism.

INSTALLATION AND SERVICE MAINTENANCE POLICIES

Service calls and installation work will be performed on an appointment basis. If it is determined that a non-standard installation is required, the estimated cost and completion date will be provided to you in advance. The FPB has no obligation to make extensions of its cable facilities except upon a determination of the economic feasibility and desirability of any such extension, and the authority and responsibility to make such a determination rests solely in the FPB.

Repair and maintenance to the cable lines outside your home and repairs to any FPB owned equipment is currently provided to you free. Service repairs and maintenance relating to the cable wiring in your home may incur a charge. This includes repairs to any cable video reception problems caused by, but not limited to, DVD/TV adjustments, game system or other customer-owned equipment connections, loose fittings and other reception problems which are not caused by FPB or FPB owned equipment. Charges may be incurred when customer caused (e.g. dog chew) or

intentional damage occur. Service charges will apply for a service call to help connect a DVD or other customer-owned equipment or to reprogram a remote-control unit, TV or DVD.

FPB technicians must periodically test and occasionally repair our cable equipment throughout the cable system. Cable repair may cause a temporary loss of cable service to an entire neighborhood known as a “maintenance outage.” If your cable is not working properly, contact FPB. If a maintenance outage is affecting your area, you will be informed when you call. If the problem is not being caused by maintenance, we will determine the source of the problem and will restore your service as quickly as possible.

BILLING AND COMPLAINT PROCEDURES

FPB may request that you pre-pay the charges for your first month’s service and any installation or equipment fees are payable at the time of installation. Thereafter, FPB will bill you for your services every month in advance. Charges for additional items, (for instance, pay-per-view movies and events, international and directory assistance calling, additional services and features) will be billed the following billing cycle. Your monthly cable bill will identify your recurring service charges, additional charges and applicable taxes, fees and surcharges. These taxes, fees and surcharges may include, among others, federal and state excise taxes and fees, state and local sales and business taxes and service-specific charges, such as federal and state universal service contributions, E911 support charges and regulatory and franchise fees.

All equipment, including converters, terminals, remote controls and cable modems provided by FPB are the property of FPB and must be returned if you move or terminate your service. Your account will be charged a fee for any equipment which is not returned to FPB at the time your service is disconnected. This charge also applies should any of the equipment be stolen from your home or returned damaged beyond the normal wear and tear.

If you have a complaint about your service, billing, or terms and conditions of service, you may call us directly using the FPB phone number provided on your monthly bill.

IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING EQUIPMENT COMPATIBILITY

Extra steps may be required for all cable TV features to work with the cable-compatible equipment present in your home or business. This document provides information about when cable TV is compatible with your equipment and how to use your cable service. If you do not find your particular situation described in this guide, please call the number on your billing statement or visit our website. We will work with you to determine the cable setup appropriate for your needs.

FPB delivers TV programming in an all-digital format. Some of our cable services are encrypted and require equipment from us to view, while others are made available “in-the-clear” and can be viewed on certain TVs and other devices. To view a given programming offering, you must subscribe to the appropriate package and have the necessary equipment.

DIGITAL CABLE SERVICES

All of our channels are transmitted in digital format. Much of that digital cable programming is encrypted and can only be viewed using digital cable ready equipment, such as a digital receiver, a digital adapter, or a CableCARD-equipped Unidirectional Digital Cable Product (“UDCP”). However, because digital cable services provided as part of the Limited Tier (including local broadcast television stations’ standard definition (“SD”) and high definition (“HD”) signals) are transmitted in the clear, they may be viewed using digital TVs and other devices that include a

QAM tuner (also known as “ClearQAM” devices) directly connected to the cable TV system. (In addition, other digital services that we provide to your location may be provided in the clear. Please contact us if you would like additional information on this topic.) Refer to the manual for your digital TV or other television reception device to determine whether it includes a QAM tuner and, if so, how to utilize your device to access these in-the-clear digital services. The lineup is provided in this document.

PLEASE NOTE: Occasionally it is necessary for us to make adjustments to the way that our programming services are organized on our physical plant. For customers with digital receivers, this is a seamless process. However, a customer using a ClearQAM device connected directly to our cable TV service may not be able to continue viewing certain in-the-clear channels until accessing the settings menu on his or her device and performing a new channel scan. If you lose access to certain services on a ClearQAM device or cannot access all of the in-the-clear services available, we recommend consulting the manual that came with your ClearQAM device or contacting the manufacturer directly.

To access encrypted programming to which you subscribe, you will need a digital receiver or CableCARD provided by FPB regardless of whether your TV or other device is capable of receiving unencrypted channels or is “cable ready.”

Any UDCP equipped with a FPB provided CableCARD will allow you to access our one-way cable TV offerings, but due to device limitations, UDCPs (and other one-way CableCARD-compatible devices) cannot access our “two-way” cable services, such as the electronic program guide, Pay-Per-View and Video on Demand.

PLEASE NOTE: We are the only authorized provider of any CableCARD or other type of equipment capable of decrypting the digital cable content that we provide (i.e. FPB provided digital equipment). The use of any other equipment on our cable system obtained from a third party that is not authorized by us is illegal and is subject to criminal prosecution pursuant to 47 U.S.C. § 553.

SPECIAL EQUIPMENT/COMPATIBILITY

When you use FPB provided equipment, you may not be able to use some features on your TV. For example, you may not be able to use display features (such as picture-in-picture and channel review). We may be able to provide you with special equipment, available for lease upon request, to enable you to use these features. A bypass switch may enable you to simultaneously record and view different programs, consecutively record programming on different channels, and use picture-in-picture. If such equipment is purchased or leased from us, a custom installation fee and/or a monthly fee may apply. This equipment may also be purchased from local retail outlets. Please call us for details.

As new technologies and services become available, additional compatibility challenges requiring other special equipment may arise. We are committed to helping you get the most out of your cable television service. Please feel free to contact us to discuss the cable setup appropriate for your needs.

AVAILABILITY OF SPECIAL BYPASS EQUIPMENT

Some of the channels offered on our cable system may also be encrypted as authorized by the FCC and may be viewed only if a receiver is used. However, as described above, a receiver may limit your ability to use certain advanced features on your TV. If you use a receiver and you have problems using the special features, additional equipment

may be necessary to regain some or all of these features. FPB will consult with you upon request in order to determine what specific equipment may be available to solve your particular situation. This equipment may include an additional receiver or, if you have a receiver that can tune our cable channels, possibly a switch (or a special receiver with a switch) that will enable you to by-pass the receiver and tune all unencrypted channels with your TV.

Please contact us regarding your needs and we will discuss alternatives with you and give you a schedule of charges. In addition, you may purchase by-pass switches and receivers at retail outlets. Receivers with descrambling/decryption capabilities (so-called “pirate boxes” or “black boxes”), are illegal to sell or use. Because of the need to protect our encrypted services and network, we will not authorize the use of any receivers containing an embedded security access device (CableCARD), or other descramblers, not provided by us. People who use illegal receivers/descramblers are stealing cable service and are subject to potential fines.

COMMERCIAL ESTABLISHMENT PAY-PER-VIEW AND VIDEO ON DEMAND (VOD) PROGRAMMING

FPB may not have the right to distribute pay-per-view/VOD programming to commercial establishments. You may not order or request pay-per-view/VOD programming for receipt, exhibition or taping in a commercial establishment. You may neither exhibit nor assist in the exhibition of pay-per-view/VOD programming in a commercial establishment unless explicitly authorized to do so in advance, by us and our program provider. If you fail to abide by this restriction, you will be held liable for any claims made against you or FPB on account of any unauthorized commercial exhibition. All pay-per-view / VOD purchases are the responsibility of the customer identified on the cable TV account. It is your responsibility to pay for all authorized and unauthorized purchases.

REMOTE CONTROLS

FPB provides a remote control with each receiver at no charge. It is possible that the remote control that came with your TV is capable of controlling the receiver. You may also buy a “universal” remote control device capable of working with our receivers at a retail outlet including many appliance or electronic stores. Remote control devices may not be compatible with all receivers.