

## FORM OF NON-DISCLOSURE AGREEMENT

### PERSONAL AND CONFIDENTIAL

\_\_\_\_\_, 20\_\_

In connection with the Indenture dated as of December 31, 2010 (the “Indenture”), among MIG, LLC, a Delaware limited liability company (the “Company”), The Bank of New York Mellon, as trustee (in such capacity, the “Trustee”), and the other named parties thereto, the Company shall furnish certain confidential and proprietary information (the “Confidential Information”) required under subsection (b) of Section 4.08 of the Indenture (other than information posted under subsection (c) of Section 4.08 of the Indenture) to you (“you”) by delivering such Confidential Information to the Trustee in a form sufficient for the posting of such Confidential Information on a confidential website, as defined in the Indenture (the “Confidential Website”), under the control of the Company. As a condition to your being furnished such Confidential Information, you agree, on behalf of yourself and your Representatives (as defined below), to treat any such Confidential Information that is furnished to you on the Confidential Website in accordance with the provisions of this agreement and to take or abstain from taking certain other actions as set forth herein.

The term “Confidential Information” includes, without limitation, all pleadings, notes, analyses, compilations, Excel spread sheets, data, reports, studies, interpretations or other documents furnished to you or your Representatives or prepared by you or your Representatives to the extent such materials reflect or are based upon, in whole or in part, the Confidential Information.

The term “Confidential Information” does not include information that (a) is or becomes available to you on a nonconfidential basis from a source other than the Company or its Representatives; provided that such source is not known by you to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation to, the Company that prohibits such disclosure, (b) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation of this agreement, or (c) has been or is independently developed by you or your Representatives without the use of the Confidential Information or in violation of the terms of this agreement.

For purposes of this agreement, the term “Representatives” shall include attorneys, accountants, financial advisors and other professional representatives.

You hereby agree that the Confidential Information will be kept confidential and used solely for the purpose of exercising and/or enforcing any of your rights, powers and privileges under the Indenture.

You hereby acknowledge that you and your Representatives are aware that the Confidential Information may contain material, non-public information about the Company.

In the event you or any of your Representatives receive a request or are required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to

disclose all or any part of the Confidential Information, you or Representatives, as the case may be, agree to (a) immediately notify the Company of the existence, terms and circumstances surrounding such request, (b) consult with the Company on the advisability of taking legally available steps to resist or narrow such request, and (c) use reasonable efforts to cooperate with the Company in seeking a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained or that the Company waives compliance with the provisions hereof, (i) you or your Representatives, as the case may be, may disclose to any tribunal only that portion of the Confidential Information which you or Representatives are advised by counsel is legally required to be disclosed, and you or Representatives shall exercise reasonable best efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information, and (ii) you or your Representatives shall not be liable for such disclosure, unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by you or your Representatives not permitted by this agreement.

No failure or delay by the Company or any of its Representatives in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, and no modification hereof shall be effective, unless in writing and signed by an officer of the Company or other authorized person on its behalf.

The illegality, invalidity or unenforceability of any provision hereof under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction, nor the legality, validity or enforceability of any other provision.

This agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. One or more counterparts of this agreement may be delivered by telecopier or pdf electronic transmission, with the intention that they shall have the same effect as an original counterpart hereof.

*Confirmed and Agreed to:*

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_