

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT ("Agreement") is effective as of March 2, 2011 between **MI Connection Communications System**, a North Carolina interlocal agency ("MIC") and **Auger Media Group, LLC**, a North Carolina limited liability company ("the Recipient").

WHEREAS, MIC is the owner of a cable television system located in North Carolina and used to provide cable television, internet and voice-over-internet protocol voice service to its subscribers ("MIC System"); and

WHEREAS, Recipient is a consultant with expertise in the management and operation of cable television systems; and

WHEREAS, Recipient has agreed, by executing the Independent Contractor Agreement effective March 2, 2011 ("Consulting Agreement"), to provide Services as defined in the Consulting Agreement ("Consulting Project"), and strictly for that purpose, MIC will provide Recipient with certain business, technical and other information primarily related to the MIC System (which may be provided orally, in writing, electronically or in any other form or media).

In consideration of the premises and mutual promises contained in this Agreement, including MIC's furnishing its information to Recipient, and intending to be legally bound hereby, MIC and Recipient, hereby agree as follows:

1. All information that MIC in good faith believes includes confidential and sensitive business information and which is designated by MIC as "Proprietary Confidential Business Information" under Paragraph 2 below (the "Confidential Business Information") furnished to Recipient by MIC, including without limitation, subscriber information, business plans, specifications, financial or business data or projections, or any other forms of business information, shall be deemed to be proprietary and owned by MIC, and shall be held by Recipient in strict confidence. Confidential Business Information shall include (i) written or electronic material and (ii) oral information furnished by MIC Directors, MIC's counsel, BVU Authority management or personnel assigned to assist in MIC's operations. The availability of Confidential Business Information in the public domain or from a third party shall not change the status of Confidential Business Information nor relieve Recipient of his obligations under this Agreement. Recipient will use the Confidential Business Information solely for the purpose of the Consulting Project and Recipient shall not disclose the Confidential Business Information or any derivative thereof to any third party. Upon completion of such use, Recipient shall deal with such information in accordance with paragraph 4 below. Disclosure of any Confidential Business Information to any Board Member of MIC shall not be a violation of this agreement.

2. MIC shall clearly designate as "Proprietary Confidential Business Information", either by providing a written designation to that effect, or by oral

statement to the Recipient for oral information, such information as MIC believes in good faith to contain Confidential Business Information.

3. In the event that Recipient becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, operation of law pursuant to any applicable Freedom of Information Act request or similar process) to disclose any of the Confidential Business Information, Recipient shall promptly provide MIC with notice of such requirement or advice prior to disclosure, and at MIC's request, Recipient shall seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or MIC waives compliance with the provisions hereof, Recipient agrees to furnish only that portion of the Confidential Business Information which Recipient is legally required to so furnish and, in consultation with MIC, to use reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Business Information.

4. Upon termination of the Consulting Agreement, or completion of the Consulting Project, whichever occurs first, Recipient will return to MIC within three (3) business days all copies of Confidential Business Information and derivatives thereof in his or his Representatives' possession or control, or at MIC's option, Recipient will destroy all such Confidential Business Information and derivatives thereof, and shall at MIC's request certify that Recipient has satisfied his obligations pursuant to this paragraph.

5. Recipient shall not issue a press release or make any statement to the general public concerning this Agreement without the express prior consent of the Chairman of MIC.

6. Recipient agrees that breach by Recipient or any of its owners, agents, or employees, of the obligations hereunder would result in immediate and irreparable harm to MIC, for which money damages would not be an adequate remedy. As a remedy for such breach, MIC shall be entitled to seek equitable relief, including in the form of injunctions and orders for specific performance without being required to prove money damages, in addition to all other remedies available at law or in equity and Recipient agrees to waive, and to use his commercially reasonable efforts to cause his respective Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

7. The parties agree that by execution of this Agreement MIC is not thereby consenting to any disclosure of Confidential Business Information in any circumstances other than as specified in paragraph 3 above, including by operation of law under any Freedom of Information Act or similar process and the provisions of paragraph 6 and paragraph 8 hereof shall be applicable in the event of any such disclosure.

8. Recipient hereby agrees that Recipient shall indemnify, defend and hold harmless MIC and its directors, officers, stakeholders, partners, members, attorneys, accountants, agents, representatives and employees and their heirs, successors and

permitted assigns, each in their capacity as such (the "MIC Indemnified Parties") from, against and in respect of any Losses imposed on, sustained, incurred or suffered by, or asserted against, any of the MIC Indemnified Parties, whether in respect of third party claims, or otherwise, directly or indirectly relating to, arising out of or resulting from Recipient's breach of his obligations hereunder.

9. This Agreement shall be governed by the laws of the State of North Carolina. All actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the Iredell County.

10. This Agreement constitutes the entire understanding between MIC and Recipient as to Confidential Business Information provided pursuant to it, and merges all prior and contemporaneous discussions and agreements between them relating thereto. This Agreement may be amended or modified only by a writing executed by both parties. No waiver by either party of any breach or default of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default.

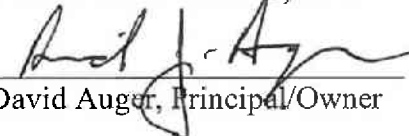
11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by an officer thereunto duly authorized, all as of the date set forth above.

**MI CONNECTION COMMUNICATIONS
SYSTEM**

By: _____
John Kasberger, Chairman

AUGER MEDIA GROUP, LLC

By:  3/3/11
David Auger, Principal/Owner

Code of Business Conduct & Ethics

For Members of the Board of Directors of MI Connection

Introduction

MI Connection's Board of Directors (the "Board") has adopted the following Code of Business Conduct and Ethics for Directors of the Board of Directors of MI Connection (the "Code").

The Code contains the standards and principles that will assist Directors to make good decisions, to fulfill the letter and spirit of the law, and to support the mission and values of MI Connection.

References in this Code to "management" and "employee(s)" include persons employed directly by MI Connection as well as those Bristol Virginia Utilities (BVU) managers and employees who operate the MI-Connection system pursuant to the BVU Operating Agreement, or those managers and employees of any successor operator.

Responsibilities of MI Connection Directors

All Directors have a responsibility to understand and follow this Code.

MI Connection Directors must:

- Follow North Carolina and other relevant law, as well as this Code. This responsibility cannot be delegated or assumed.
- Seek guidance before taking action when unclear about the Director's responsibilities and obligations in any situation. Directors are encouraged to bring to MI-Connection's legal counsel ("Legal Counsel") any questions a Director may have about the application of law or this Code to any particular circumstances.
- Promptly act on any reports of director, management, or employee unethical conduct or violations of laws, regulations or MI Connection policies. Normally this will include reviewing the matter with Legal Counsel and the relevant officials of MI Connection. With respect to management or employees of BVU, the Board will direct BVU Management to take any action BVU management deems appropriate to the offense. BVU management directly supervising the affected person will carry out the action. Any adverse action taken against a BVU employee will conform to the employee's grievance and other rights. Directors shall assure that neither MI Connection nor its contractors retaliate against any employee who reports suspected violations.

- Promote ethical behavior and foster an environment of honesty and accountability throughout MI Connection.

Enforcement of the Standards in This Code

The Board will determine appropriate actions up to and including removal of a Director from the Board in the event of violations of this Code. Such actions will be reasonably designed to deter wrongdoing, promote accountability, and assure adherence to the Code.

Waivers of This Code

All Directors are expected to follow this Code. Any action deviating from this Code requires the express approval of the Board after full disclosure of all relevant information. Any waiver, and the facts supporting a waiver will be disclosed by the Board to such individuals and entities as the Board deems advisable.

Periodic Review

The Board or a committee of the Board will review regularly and reassess the adequacy of the Code. The Board may make any amendments to the Code that it deems appropriate.

Standards of Conduct Conflicts of Interest

A conflict of interest exists any time a personal or professional interest (financial or otherwise) may be affected by the interests or actions of MI Connection. Directors are accountable for acting in MI Connection's best interests, must avoid any personal conflict of interest, and should carefully avoid even the appearance of a conflict of interest or the appearance of an inappropriate action. A Director who believes his or her objectivity may be questioned because of a perceived or actual conflict of interest related to his or her individual or family interests or personal relationships should notify the Legal Counsel. If a Director has an actual or perceived conflict of interest, the information regarding the conflict must be disclosed to the Board and the Director must recuse himself or herself from any discussion or decision regarding the particular matter.

Conflicts of interest may include, but are not limited to the following:

- A Director or a member of his or her immediate family has an interest in an organization which provides services or other benefits to MI Connection for any kind of monetary or other consideration.

- A Director, a person, organization or business entity with a close relationship to a Director, receives a benefit as a result of the Director's position on the Board.
- Other employment or interest interferes with a Director's ability to act in the best interest of MI Connection, requires the use or disclosure of information about MI Connection which is not otherwise available to members of the public, or creates the appearance of a conflict of interest or other impropriety.

Corporate Opportunities

Unless there has been prior disclosure of the interest to and consent received from the Board, a Director is prohibited from taking personally, or for another organization in which the Director is interested, either directly or indirectly, opportunities that are available to MI Connection. The affected Director may not participate in the decision granting such consent.

A Director is prohibited from using MI Connection property, information or position for personal gain. Directors owe a duty to MI Connection to advance its legitimate interests when the opportunity to do so arises.

A Director may receive a business courtesy designed to build goodwill and sound working relationships among business partners, provided the courtesy has been disclosed and approved by the Board. A Director should not give or accept a business courtesy that might influence, or appear to influence, the Director to act against the interest of MI Connection.

Confidential or Proprietary Information Directors are entrusted with confidential and proprietary information that is not generally known to the public and that can provide a business advantage to others.

- Directors must comply with laws protecting sensitive information from unlawful disclosure. Failure to comply can cause irreparable damage to the MI Connection brand and result in legal penalties, adverse regulatory actions and restrictions.
- Directors must maintain the confidentiality of information which they receive as Directors unless the disclosure is authorized or legally mandated.
- Directors must not disclose sensitive information to others (including employees of MI Connection) who do not have a business need to know the information.

Fair Dealing

Directors should use reasonable efforts to deal fairly with MI Connection's customers, suppliers, competitors and employees.

Protection and Proper Use of MI Connection's Assets

MI Connection assets are intended to advance its business strategy and objectives. Directors are expected to protect MI Connection assets and resources and ensure their proper use.

Compliance with Laws, Rules and Regulations

Nothing in this Code modifies, diminishes or interferes with the Directors' authority to exercise rights available to MI Connection under contract or otherwise, or to enforce such rights through legal process.

MI Connection is subject to numerous local, state, and federal laws, rules and regulations. Directors are expected to comply with all applicable laws, rules and regulations. When there are questions about the existence, applicability or interpretation of any law, rule or regulation, all Directors should consult with the Legal Counsel.

Insider Information

MI Connection's success requires the trust and confidence of employees, customers and suppliers.

- Directors must not trade the securities MI Connection's suppliers, customers or other companies with which MI Connection has a business relationship while in possession of material non-public information about such supplier, customer or other company.
- Directors may not give material non-public information to anyone not authorized to have that information.

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