

NON-CIRCUMVENTION AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, by Clearbid Capital LLC, on behalf of Trafalgar Power, Inc. and Christine Falls of New York, Inc. (hereinafter collectively referred to as “Seller”) and _____ (“Interested Party”).

Confidentiality

Certain Confidential Information may be requested by either party in order to evaluate the feasibility of an agreement, for the purchase and sale of Seller or its assets. In that regard, we each agree to keep all Confidential Information confidential and neither shall appropriate for its own use, disclose or reveal any of it in any manner except for disclosures: (i) to those of our shareholders and their attorneys and to our directors, officers, employees, advisors, attorneys and agents (collectively, “Representatives”) who need to know such information for the purpose of evaluating the proposed agreement; (ii) Algonquin Power Income Fund, its attorneys and professionals (collectively “APIF”) (it being understood that the Representatives and APIF will be informed of, and will be bound by, the confidential nature of the Confidential Information and the terms of this Confidentiality Agreement); and (iii) as otherwise permitted by this Confidentiality Agreement.

Confidential Information

The term “Confidential Information” shall mean all information disclosed in writing, or oral information disclosed by either party to the other party which:

- (i) is not public information, or
- (ii) was not in the possession of the receiving party at the time it was first disclosed by the disclosing party.

Confidential Information does not include information developed by one party independently of any disclosure by the other party.

Information Sources

Information such as portfolios, collection reports, pending contracts, financial statements, proposals, customer lists, employee files, flow charges, software (in all stages of development and in final form), source codes, tapes, file data, financial and pricing information and rates, marketing plans, and marketing concepts is hereby deemed to be Confidential Information regardless of whether it is identified. All financing proposals, proposed budgets, negotiations and agreements with secured and unsecured lenders, and other information relevant to the on-going business operations is also deemed to be Confidential Information regardless of whether it is identified, unless and until such time as the information is made public by Seller.

Unless and until an asset purchase agreement is entered into between the Seller and Interested Party, the identity of the Interested Party will not be disclosed to any other Interested Party.

Parties Sharing Information

The individuals sharing information for each of the parties are as follows:

Harris Beach, PLLC
Wendy A. Kinsella, Esq.
David M. Capriotti, Esq.

Clearbid Capital LLC
David H. Hartheimer
Peter S. Hartheimer
Jim Nollsch

For:

Trafalgar Power, Inc.
Christine Falls of New York, Inc. (Sellers)

For:

(Interested Party)

Required Disclosures

In the event that either party is requested pursuant to, or required by applicable law, regulation, or legal or administrative process to disclose any of the Confidential Information, we will promptly notify the disclosing party in writing so that such party may seek a protective order or other appropriate remedy, or in its discretion, waive compliance with the terms of this Confidentiality Agreement.

No Obligation to Execute Agreement

Both parties agree that unless and until a definitive purchase agreement between the parties has been executed and delivered, neither party will be under any legal obligation of any kind with respect to a proposed sale of Seller or its assets by virtue of this Confidentiality Agreement nor any written or oral expression with respect to a proposed sale of Seller or its assets by any of our Representatives, except, in the case of this Confidentiality Agreement, for the matters specifically agreed to herein.

Specific Performance

Both parties agree that money damages would not be a sufficient remedy for any breach of any provision of this Agreement, and that in addition to all other remedies which the parties may have, the damaged party may be entitled to a specific performance and injunctive or other equitable relief as a remedy for any such breach. No failure or delay by the damaged party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Amendments and Waivers

The Confidentiality Agreement may be amended or modified, and any of the terms or covenants hereof may be waived, only a written instrument duly executed by each of the parties hereto, or in the case of a waiver, by the party waiving compliance.

Applicable Law

The Confidentiality Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

The parties hereto hereby represent that the signatory hereto has the authority to act on behalf of any corporation, partnership, association, group or entity to whom the transaction is to be considered.

Any dispute, claim or controversy arising under, out of, or in relation to this agreement, or its alleged violation or breach shall be submitted for adjudication to the United States Bankruptcy Court for the Northern District of New York (Utica Division).

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the _____ day of _____, 2014.

Agreed to and accepted this

_____ day of _____, 2014.

By: _____

Its: _____

By: David H. Hartheimer, President
Clearbid Capital LLC, on Behalf of
Trafalgar Power, Inc., and
Christine Falls of New York, Inc.