



## **ATTACHMENT 5**

### **Proof of Legal Name**



Nova Scotia

## CERTIFICATE OF REGISTRATION

Limited Partnerships Act

Registry Number

3246299

Name of Registration

COVANTA DURHAM YORK RENEWABLE ENERGY LIMITED  
PARTNERSHIP

I hereby certify that the above-mentioned limited partnership is registered  
under the provisions of the Limited Partnerships Act.

A handwritten signature in dark ink, appearing to read "J. S. C.", written over a horizontal line.

Registrar of Joint Stock Companies

June 7, 2010

Date of Registration

**RECEIVED**

**MAY 28 2010**

OFFICE OF REGISTRAR  
OF JOINT STOCK COMPANIES  
NOVA SCOTIA

**CERTIFICATE OF LIMITED PARTNERSHIP**

Pursuant to the *Limited Partnerships Act*, R.S.N.S. 1989, c.259, as amended

**A. Name:**

Covanta Durham York Renewable Energy Limited Partnership

**B. Nature of Business:**

The Partnership will carry on the business of operating energy from waste facilities, including, without limitation, owning, developing, financing, managing, leasing and selling in whole or in part, the energy produced therefrom.

**C. Name and Place of Residence of Each Partner:**

- (i) Limited Partner: Covanta Burnaby Renewable Energy, Inc., c/o Covanta Energy Corporation, 40 Lane Road, Fairfield, New Jersey, USA 07004
- (ii) General Partner: TransRiver Canada Incorporated, c/o Covanta Energy Corporation, 40 Lane Road, Fairfield, New Jersey, USA 07004

**D. Term of Limited Partnership:**

The Limited Partnership is to continue until dissolved by agreement of both Partners in accordance with any written agreement, including a partnership agreement, which may be entered into between the partners either before or after the execution of this Certificate.

**E. Amount of Cash and Nature and Fair Value of Other Property, if any, Contributed by Each Limited Partner:**

To subscribe for units in the Limited Partnership, a Partner must acquire at least one (1) investment unit at \$0.01 each. The Partner shall pay \$0.01 per unit upon the signing of a subscription for a unit and the Limited Partnership shall be entitled to the said subscription price on the date of acceptance of the subscription by the General Partner.

The following cash or property in lieu of cash has been contributed to date:

Name	# of Units	Paid by Cash	Property at Fair Market Value
TransRiver Canada Incorporated	1	\$0.01	N/A
Covanta Burnaby Renewable Energy, Inc.	99	\$0.99	N/A

**F. Amount of Additional Contributions, if any, Agreed to be Made by Each Limited Partner and the Times at which or Events or the Happening of Which an Additional Contribution Needs to be Made:**

There is no requirement for an existing Limited Partner to make additional contributions or purchase additional Units. The General Partner may issue additional units to raise additional capital only if the same is agreed to in writing by the parties hereto.

**G. Time When Contributions Will be Returned to Members:**

Capital contributions shall be returned upon dissolution; however, the General Partner, in its sole discretion, may determine when capital may be returned in whole or in part to the Limited Partners.

**H. The Share of the Profits or Other Compensation by Way of Income Which Each Limited Partner is Entitled to by Reason of his Contribution:**

Allocations of the net income and net loss are made on the basis of one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partner.

**I. Can the Interest of a Limited Partner be Assigned:**

The interest of a Limited Partner can be assigned only with the consent of the General Partner, which may not be unreasonably withheld.

**J. Can Additional Limited Partners be Admitted:**

Additional Limited Partners can be admitted only with the prior consent of the General Partner and all Limited Partners at the time.

**K. Priorities, If Any, on Return of Contributions or Income to Limited Partners:**

No unit shall have a preference or right over any other unit.

**L. Right of General Partner to Continue Business:**

A corporate successor to the General Partner may continue the business of the Limited Partnership.

**M. Other Right, If Any, of Limited Partner to Receive Property Other Than Cash in Return for Its Contribution:**

A Limited Partner is not entitled to receive property other than cash in return for its contribution.

DATED this 20<sup>th</sup> day of May, 2010.

**TRANSRIVER CANADA  
INCORPORATED**

Per: Kirkland J. Bily

Kirkland J. Bily,  
Ass't Secretary

**COVANTA BURNABY RENEWABLE  
ENERGY, INC.**

Per: Kirkland J. Bily

Kirkland J. Bily,  
Ass't Secretary

At Golder Associates we strive to be the most respected global company providing consulting, design, and construction services in earth, environment, and related areas of energy. Employee owned since our formation in 1960, our focus, unique culture and operating environment offer opportunities and the freedom to excel, which attracts the leading specialists in our fields. Golder professionals take the time to build an understanding of client needs and of the specific environments in which they operate. We continue to expand our technical capabilities and have experienced steady growth with employees who operate from offices located throughout Africa, Asia, Australasia, Europe, North America, and South America.

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