

**THIRD AMENDMENT TO COMPREHENSIVE AGREEMENT
FOR THE PROSPECT LAKE CLEAN WATER CENTER
BETWEEN THE CITY OF FORT LAUDERDALE AND
PROSPECT LAKE WATER, L.P., IN ITS CAPACITY AS
THE PROJECT COMPANY, PROSPECT LAKE HOLDINGS, L.P. AND
IDE PLCWC, INC., IN THEIR CAPACITY AS EQUITY PROVIDERS**

THIS THIRD AMENDMENT TO THE COMPREHENSIVE AGREEMENT FOR THE PROSPECT LAKE CLEAN WATER CENTER (“Third Amendment”) dated this ____ day of _____ 2025 (“Effective Date”), by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation (“CITY”) with its principal, with its mailing address of 401 SE 21st Street, Fort Lauderdale, Florida 33316.

and

PROSPECT LAKE WATER, L.P., a foreign limited partnership authorized to do business in the State of Florida (“PROSPECT LAKE”) in its capacity as the Project Company, whose address is c/o Ridgewood Infrastructure, 14 Philips Parkway, Montvale, New Jersey 07645-1811 (collectively, “Parties”).

WHEREAS, the Parties entered into a Comprehensive Agreement dated February 14, 2023, for the Prospect Lake Clean Water Center, as amended by the First Amendment to the Comprehensive Agreement dated October 1, 2024, and the Second Amendment to the Comprehensive Agreement dated March 14, 2025 (“Agreement”); and

WHEREAS, the CITY determined it was in its best interest to transfer to the Project Company the obligations of the CITY in respect of certain enabling works related to the Phase 2 Power Feed Work (as defined in Annex B-2 attached hereto), as included in Annex B-1 to the Comprehensive Agreement; and

WHEREAS, the Parties wish to enter into this Third Amendment to the Agreement to transfer the obligation to complete said Phase 2 Power Feed Work from the CITY to the Project Company;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS: The foregoing recitals are true and correct in all respects and are incorporated herein by reference.

SECTION 2. DEFINITIONS: For purposes of this Third Amendment capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

SECTION 3. AMENDMENTS:

3.1. Annex B-1 – City Infrastructure Obligations is amended to remove the following project: Phase 2 Power Feed Work.

3.2. Annex B-2 – Project Company Obligations is amended to add the following project: Phase 2 Power Feed Work.

SECTION 4. NO OTHER CHANGES: (a) Except as modified by this Third Amendment, all terms, covenants, obligations, and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the Parties in every respect.

(b) Notwithstanding this Third Amendment and anything in the Agreement to the contrary, including Section 18.01(a) (*Amendments and Waivers*) thereof, the Parties acknowledge and agree that (i) the Agreement has been amended by Change Proposals duly executed by the City and the Project Company in accordance with Section 8.04(b) of the Agreement, and (ii) all such Change Proposals executed on or prior to the date hereof shall continue in full force and effect.

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IN WITNESS OF THE FOREGOING, we, the undersigned, duly authorized representatives have executed and delivered this Third Amendment without reservation and have read the terms contained herein to be effective as of the Third Amendment's Effective Date.

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
RICKELLE WILLIAMS
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
RHONDA MONTTOYA HASAN
Senior Assistant City Attorney

WITNESSES:

PROSPECT LAKE WATER, L.P., a foreign limited partnership authorized to do business in the State of Florida

Signature

By: _____
Michael Albrecht, President

Print Name

Signature

Print Name

ATTEST:

By: _____
Secretary

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Michael Albrecht, as President of Prospect Lake Water, L.P., a foreign limited partnership authorized to do business in the State of Florida.

(Signature of Notary Public – State of _____)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____OR Produced Identification_____
Type of Identification Produced: _____

Annex B-1 to Comprehensive Agreement

City Infrastructure Obligations

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
Product Water Transmission to Fiveash Water Treatment Plant	East Site boundary as indicated by TP-05 in Annex E-1 (<i>Site Description</i>).	400 days from the Effective Date for the City to furnish 60% design information 912 days from Effective Date for completion of installation	City shall furnish 48 inch connection to the City Feedstock Water pipeline to Fiveash Water Treatment Plant	50 MGD	The City shall complete a 48-inch Product Water transmission main (pipe) from the Tie-In Point provided by the Project Company at the City Wellfield to Fiveash and be available to begin to receive Product Water from the Project in accordance with this Agreement. City is responsible for permitting, pressure testing, disinfection and clearance of its pipeline prior to connection at the Tie-In Point. The City shall make the final connection to the Project Company's pipe. The City shall provide a copy of its design documents to the Project Company so that the Project Company may design and construct a surge protection system if necessary.
Fiveash Improvements	Fiveash Water Treatment Plant	912 days from Effective Date	N/A	50 MGD	The City shall complete any necessary improvements to the infrastructure at the existing Fiveash Water Treatment Plant and communications with other City control centers or with Project controls as necessary to enable the City to take Product Water delivered by the Project Company in accordance with this Agreement, and the City shall be available to begin to receive Product Water from the Project in accordance with this Agreement.
Florida Power & Light Power Feeds	Northwest corner of the Site boundary as indicated by TP-07 in Annex E-1 (<i>Site Description</i>).	600 days from Effective Date	13.2 kV	12.5 MVA (mega volt amperes)	The City shall supply electricity to the Project. The City shall cause Florida Power & Light to furnish and install the Florida Power & Light main service entrance equipment (according to Florida Power & Light's standards and requirements) for two power feed connections to the Project. The City shall complete all designing, permitting, bidding and construction of any necessary structures for housing the Florida Power & Light main service entrance equipment. The City shall cause Florida Power & Light to install the main service entrance equipment at the locations identified by the Project Company. The Project Company shall pull the cable from the Project's switchgear to the Florida Power & Light main service entrance equipment. Florida Power & Light shall terminate the Project Company's cables at the Florida Power & Light main service entrance equipment.

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
					Notwithstanding anything to the contrary in this Annex B-1, the City shall have no obligation to perform the Phase 2 Power Feed Work.
Wastewater/ Sewer Services	Northwest corner of the Site boundary as indicated by TP-02 in Annex E-1 (<i>Site Description</i>).	912 days from Effective Date	N/A	N/A	The City shall supply wastewater and sewage services to the Project Company.
Temporary Potable Water Connection During Construction	Existing City fire hydrant located approximately at: Latitude: 26.199790°N Longitude: 80.196151°W	60 days from Effective Date	6 inch	1,000 GPM at 20 psig (pounds per square inch gauge)	The City shall supply potable water to the Project Company. The City shall make available for use by Project Company an existing fire hydrant within approximately 400 feet of the Site and at the latitude and longitude specified in the column to the left hereof. The City shall provide a temporary water meter to record water usage by the Project Company-Related Entities. The City shall supply potable water at no cost to the Project Company.
Permanent Potable Water Supply	Northwest corner of the Site boundary as indicated by TP-04 in Annex E-1 (<i>Site Description</i>).	912 days from Effective Date	N/A	N/A	The City shall supply potable water to the Project Company on a permanent basis at the Project Company's Tie-In Point.
Communications to Existing City Systems	TP-08 as indicated in Annex E-1 (<i>Site Description</i>)	912 days from Effective Date	N/A	N/A	The City shall ensure an adequate supervisory control and data acquisition (SCADA) system is available for the Project Company to draw Feedstock Water from the City Wellfield in accordance with Section 6.03(g) (<i>Controls and Communications with the City Wellfield</i>) of this Agreement.
Laboratory Services	N/A	912 days from Effective Date	N/A	N/A	The City shall make available to the Project Company (at no cost to the Project Company) one or more State- and NELAP-certified laboratories capable of performing all Feedstock Water and Product Water testing required to support the Wet Commissioning (as defined in Annex C-1 (<i>Commissioning Obligations</i>) to this Agreement) and

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
					Performance Testing of the Project based on the testing parameters set out in Annex F (<i>O&M Standards</i>) to this Agreement.

Annex B-2 to Comprehensive Agreement

City Enabling Work

Item	Location of Tie-In Point	Size / Quantity	Capacity	Type/Details
Feedstock Water Main and Feedstock Water Connection at Project boundary	SW Corner of the Site boundary as indicated by TP-01 in Annex E-1 (<i>Site Description</i>).	54 inch	Designed for 59MGD (Maximum Load = 65 MGD <i>plus</i> requests from Fiveash Water Treatment Plant)	Construction of the Feedstock Water main to enable the City to deliver to the Project Company at least 59 MGD (in the ordinary course) but not more than 65 MGD (in the event replenishment of the City Storage Tanks is required under this Agreement) of Feedstock Water in compliance with the requirements of Annex G (<i>Feedstock Water Specifications</i>) to this Agreement and in accordance with the terms of this Agreement.
Wastewater/ Sewer connection	Northwest corner of the Site boundary as indicated by TP-02 in Annex E-1 (<i>Site Description</i>).	4 inch	50 GPM (gallons per minute)	The Project Company shall complete a 4-inch sanitary sewer force main with the capacity to receive 50 GPM. The Project Company's sewer force main shall start at TP-02 (as indicated on Annex E-1 (<i>Site Description</i>) to this Agreement) and convey the sanitary waste to a discharge connection with Broward County's existing wastewater collection system.
Permanent Potable Water Connection	Northwest corner of the Site boundary as indicated by TP-04 in Annex E-1 (<i>Site Description</i>).	12 inch	3500 GPM	The Project Company shall complete a 12-inch potable water main connecting to the Project Company's Tie-In Point.
Communications Connections to Existing City Systems	TP-08 as indicated in Annex E-1 (<i>Site Description</i>)	N/A	N/A	The Project Company shall complete the work to connect the City's East Well Field Generator Building to the control equipment in the control room at the Project.
Florida Power & Light Power Feeds ¹	<u>Northwest corner of the Site boundary as indicated by TP-07 in Annex E-1</u>	<u>13.2 kV</u>	<u>12.5 MVA (mega volt amperes)</u>	<u>The Project Company shall furnish and install the main service equipment for the second power feed connection to the Project that the City committed to undertake and complete, as a City Infrastructure Obligation, pursuant to Section 4.01(b) (<i>City Infrastructure Obligations</i>) of the Comprehensive Agreement, and the Project Company excluded from the Project Company's scope of work under the Change Proposal, dated October 18, 2023, between</u>

¹ **Note to Project Company:** Please advise if additional information is required/advisable in the fields "Location of Tie-In Point", "Size/Quantity" and "Capacity". Note this Section is to be read in conjunction with Change Proposal no. 11.

Item	Location of Tie-In Point	Size / Quantity	Capacity	Type/Details
	<u>(Site Description).</u>			<u>the City and the Project Company (the “Phase 2 Power Feed”), in accordance with the drawings set out in Exhibit I hereto (the “Phase 2 Power Design”), as modified or supplemented hereby (the “Phase 2 Power Feed Work”). In the case of any conflicts between the Phase 2 Power Design and this Annex B-2, this Annex B-2 shall prevail. The City acknowledges and agrees that:</u> (a) <u>Scope Exclusions: Notwithstanding anything to the contrary in the Phase 2 Power Design, the Phase 2 Power Feed Work does not include, and Project Company shall not be required to, (i) arrange for any third party inspections, (ii) install the main service entrance equipment identified in the Phase 2 Power Design, (iii) provide conduit, cable, hand holes, service entrance equipment or grounding or (iv) pull cable (except to pull cable from the Project’s switchgear to the FPL main service entrance equipment) rack manholes or terminate cable connections. For the avoidance of doubt, the City will remain obligated to provide or cause to be provided all exclusions from the Phase 2 Power Feed Work set out in this Agreement as City Infrastructure Obligations in accordance with Section 4.01 (City Infrastructure Obligations) of the Comprehensive Agreement.</u> (b) <u>SWPPP: The site-specific stormwater pollution prevention plan (SWPPP) for the Phase 2 Power Feed Work shall be included in the SWPPP for the Project.</u> (c) <u>Silt Fence: No additional silt fence shall be required as part of the Phase 2 Power Feed Work to the extent silt fence has been or will be installed by the Project Company at or about the same place as part of the DB Work for the Project.</u> (d) <u>Grassy Areas Restoration: The Phase 2 Power Feed Work does not include any restoration of grassy areas.</u> (e) <u>Non-Public Access Areas: The Project Company shall undertake the Phase 2 Power Feed Work in non-public access areas and, therefore: (i) notwithstanding anything to the contrary in the Phase 2 Power Design, the Project Company shall not be required to provide a plan for staging or storage of materials or a plan demonstrating path of construction equipment travel; and (ii) all Phase 2 Power Feed Work at the south end of Hawkins Rd shall stop 75 feet east as shown in Drawing 9E3R12, and this shall be the tie-in location by others extending the conduit to the east.</u> (f) <u>Project Company/FPL Scope Split: At the tie point where the Phase 2 Power Feed Work to be undertaken by the Project Company</u>

Item	Location of Tie-In Point	Size / Quantity	Capacity	Type/Details
				<u>interfaces with work to be undertaken by FPL, which is located 75 feet east of the conduit at the northeast corner of Prospect Road and Hawkins Road as set out on Drawing 9E3R12 (the “Scope Split Tie Point”), the first installer to perform work at such tie point (whether Project Company or FPL and its subcontractors) shall (i) omit concrete encasement for the last three feet of the conduit run, (ii) provide a duct end marker at the end of the conduit, and (iii) bury such conduit run in accordance with the Phase 2 Power Design. The other installer shall thereafter expose the conduit for tie-in and extend the encasement to meet the previously installed encasement. The Project Company shall install splice boxes #5 and #6 per the Phase 2 Power Design. The City shall cause FPL to comply with the terms of this Section (k).</u> (g) <u>PVC Conduit: The Project Company shall install one 6-inch and one 2-inch PVC conduit from the Scope Split Tie Point to the equipment pad farm area in accordance with the Phase 2 Power Design. Such 6-inch conduit shall contain the feeder cables and connect to the previously installed conduit going to the PME-10 Switch. Such 2-inch conduit shall be placed as close as practical to the equipment pad farm area and serve as a raceway for an optional supplemental ground that may be installed by FPL at a future date.</u>
Pre-Treatment and Booster Pumps Work	Incorporated into the Prospect Lake Clean Water Center	TBD	As required to provide the design capacity of 59 MGD up to a maximum of 65 MGD in accordance with Annex B-1 (City Infrastructure Obligations)	Extra Work necessary to design and construct (1) pre-treatment processes to treat the Feedstock Water from the City Wellfield to address the Revised Feedstock Water Specifications and (2) booster pumps within the Site to increase the pressure of the Feedstock Water to the levels specified in Annex G (<i>Feedstock Water Specifications</i>) to this Agreement for the Pre-Treatment and Booster Pumps Work Funding Amount (consistent with the Pre-Treatment and Booster Pumps Work Funding Amount Cap), as described in Section 8.01(a) (<i>Pre-Treatment and Booster Pumps Work</i>) of this Agreement.
Second Disposal Well	NW Corner of the Site as indicated by the SW TP-06 in Annex E-1 (<i>Site Description</i>).	20”	Design Basis of 11.39 MGD	DB Work necessary to design and construct a second Disposal Well as described in Annex M (<i>Design Requirements and Construction Standards</i>) to this Agreement, for the Second Disposal Well Funding Amount.

Item	Location of Tie-In Point	Size / Quantity	Capacity	Type/Details
Modified Water Standards Work	Incorporated into the Prospect Lake Clean Water Center	N/A	Designed for 50 MGD Product Water	Work necessary to design and construct the Project in conformity with the values set forth in Annexes G (<i>Feedstock Water Specifications</i>) and H-2 (<i>Product Water Contract Standards</i>) to this Agreement as compared to the values initially agreed between the Parties as set forth on Annex J (<i>Baseline Water Specifications</i>) to this Agreement for the Modified Water Standards Funding Amount (consistent with the Modified Water Standards Funding Amount Cap).
OCCT Work	Incorporated into the Prospect Lake Clean Water Center	TBD	Designed for 50 MGD Product Water	Extra Work necessary to design and construct treatment processes to treat the Feedstock Water from the City Wellfield to the optimal specifications recommended by the Project Company OCCT Study as required to obtain the FDEP Construction Permit for the OCCT Work Funding Amount, as described in Section 8.01(b) (<i>OCCT Work</i>) of this Agreement.

**Exhibit I to
Annex B-2 (*City Enabling Work*) to Comprehensive Agreement**

Phase 2 Power Design