



February 14, 2023

Mayor and City Commission of the
City of Fort Lauderdale, Florida
Fort Lauderdale, Florida

Prospect Lake Water, L.P.
as Project Company
c/o Ridgewood Infrastructure
14 Philips Parkway
Montvale, NJ 07645
Attn: Legal Department
Phone: 201-447-9000
Email: mhaggerty@ridgewood.com

PLCWC O&M, LLC
c/o IDE Americas Inc.
5050 Avenida Encinas, Suite 250
Carlsbad, CA 92008
Attn: Lihy Teuerstein
Phone: 619-487-0760
Email: Lihyt@ide-tech.com

Dear Sir or Madam:

This letter shall serve as the opinion of the Office of the City Attorney of the City of Fort Lauderdale, Florida (the "City"), in connection with that certain Comprehensive Agreement, dated as of February 14, 2023 (the "Comprehensive Agreement") among the City, Prospect Lake Water, L.P. (the "Project Company"), Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. (each, an "Equity Provider" and collectively the "Equity Providers"), and that certain Labor Services Agreement, dated as of February 14, 2023 (the "Labor Services Agreement"), by and between the City and PLCWC O&M, LLC (the "O&M Contractor"), each as authorized pursuant to Resolution No. 23-40 of the City (the "Resolution"), adopted February 7, 2023. The Comprehensive Agreement and Labor Services Agreement are referred to collectively herein as the "Agreements". All terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreements.

OFFICE OF THE CITY ATTORNEY

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As to questions of fact material to my opinion, I have relied upon the representations of the City contained in the Resolution and the Agreements, and in the certified proceedings relating thereto and other certifications of public officials furnished to me in connection therewith, without undertaking to verify the same by independent investigation. I have not undertaken an independent audit, examination, investigation or inspection of the matters of fact described or contained in any agreements, documents, certificates, representations and opinions relating to the Resolution and the Agreements, and have relied solely on the facts, estimates and circumstances described and set forth therein. In my examination of the foregoing, I have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies.

Based upon the foregoing, under existing law, I am of the opinion that:

1. The City is a municipal corporation and public body corporate and politic of the State of Florida, duly organized and validly existing under the Constitution of the State of Florida.
2. The City Commission of the City has all requisite right, power and authority to (a) adopt the Resolution and (b) authorize the City to enter into, execute and deliver the Agreements and to perform the City's obligations under the Agreements.
3. Under the Constitution of the State of Florida and the laws of the State of Florida, (a) the Resolution and the Agreements and all other such agreements and documents that may have been legally required to be executed, delivered or received by the City (excluding post-closing filings) in order to carry out, give effect to and consummate the transactions contemplated by the Agreements, and (b) the performance by the City of its obligations under the Agreements, have been duly authorized by all necessary action on the part of the City and such action remains in full force and effect, and the Resolution, the Agreements and all such other agreements and documents have been duly executed and delivered by the City and constitute legal, valid and binding obligations of the City, enforceable in accordance with their terms, assuming that they are the respective legal, valid, binding and enforceable obligations of the parties thereto other than the City, except that the enforceability thereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium and other similar laws generally affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable.
4. The adoption of the Resolution and the compliance by the City with the terms thereof, and the execution and delivery by the City of the Agreements and the performance by the City of its obligations under the Agreements do not and will not conflict with, or result in any breach of any of the provisions of, or constitute a default under any (a) State of Florida constitutional provision, statute, law, rule or regulation, (b) agreement, resolution or other instrument, including any loan agreement, indenture, bond or note, to which the City is a party or by which it or any of its property or assets is bound, or (c) license, judgment, decree, order or

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resolution of any court, governmental agency, legislative body or arbitral tribunal having jurisdiction over the City or its properties.

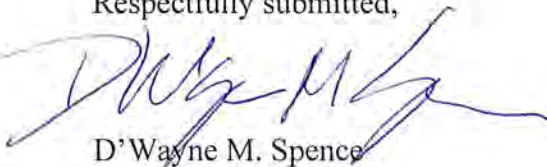
5. All consents, approvals, authorizations or other order or official action of any Florida governmental authority required on the part of the City in connection with the adoption of the Resolution, the valid authorization, execution and delivery of the Agreements, the consummation of the transactions contemplated thereby and the performance by the City of its obligations thereunder have been obtained by the City (but no representation is made as to consents, approvals or authorizations required to be obtained by the other parties under the Agreements).

6. The City has not been served or notified in writing of any action, suit, proceeding or investigation before or by any court, governmental agency, legislative body or arbitral tribunal, federal, State of Florida or local, and no such action, suit, proceeding or investigation is pending against the City or, to its knowledge, threatened against the City (a) in any way affecting the existence of the City or in any way challenging the respective powers of the several offices of the officials of the City or the titles of the officials holding their respective offices; or (b) seeking to restrain or enjoin the execution and delivery of the Agreements, or in any way contesting or affecting the validity or enforceability of the Resolution or the Agreements or the consummation or performance of the transactions contemplated by the Agreements, or contesting the powers of the City or its authority with respect to the Resolution or the Agreements; or (c) in which a final adverse decision would adversely affect the ability of the City to execute and deliver the Agreements or perform its obligations thereunder, or declare the Resolution or the Agreements or any of the foregoing documents to be invalid and unenforceable in whole or in part.

The opinions set forth herein are expressly limited to, and I opine only with respect to, the laws of the State of Florida. The only opinions rendered hereby shall be those expressly stated as such herein, and no opinion shall be implied or inferred as a result of anything contained herein or omitted herefrom.

This opinion is given as of the date hereof and I assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to my attention or any changes in law that may hereafter occur.

Respectfully submitted,



D'Wayne M. Spence
Interim City Attorney