

**FIRST 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 FIRST AMENDMENT TO THE COMPREHENSIVE AGREEMENT for the Prospect Lake Clean Water Center (“First Amendment”) dated this ____ day of October 2024 (“Effective Date”), by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation (“CITY”) with its principal, with its mailing address of 101 NE 3rd Avenue, Suite 143, Fort Lauderdale, Florida 33301

and

PROSPECT LAKE WATER, L.P., in its capacity as the Project Company, whose address is c/o Ridgewood Infrastructure, 14 Philips Parkway, Montvale, New Jersey 07645-1811 and PROSPECT LAKE HOLDINGS, L.P., whose address is c/o Ridgewood Infrastructure, 14 Philips Parkway, Montvale, New Jersey 07645-1811 and IDE PLCWC, Inc., whose address is 5050 Avenida Encinas, Suite 250, Carlsbad, California 92008, in their capacity as Equity Providers, (collectively, “Parties”).

WHEREAS, the Parties entered into a Comprehensive Agreement dated February 14, 2023, for the Prospect Lake Clean Water Center (“Agreement”); and

WHEREAS, the CITY determined it was in its best interest to transfer the obligations of the Feedstock Water main enabling works project (“Enabling Works Project”), which includes construction of a 54-inch water main along the southwest corner of the Site boundary as indicated by TP-1 in Annex E-1 to the Agreement to provide Feedstock Water to the Project from the City Wellfield, so as to complete such Enabling Works Project in a timely manner and not delay the overall completion of the Project; and

WHEREAS, the Parties wish to enter into this First Amendment to the Agreement to transfer the obligation to complete said Enabling Works Project 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:

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

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

AMENDMENTS:

1. Annex B-1 – City Infrastructure Obligations is amended to remove the following project: (1) Feedstock Water Delivery and Feedstock Water Connection at Project Boundary.
2. Annex B-2 – Project Company Obligations is amended to add the following project: (1) Feedstock Water Delivery and Feedstock Water Connection at Project Boundary.

NO OTHER CHANGES: (a) Except as modified by this First 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 First Amendment, the Parties acknowledge and agree that Change Proposals duly executed by the City and the Project Company in accordance with Section 8.04(b) of the Agreement prior to the date hereof shall continue in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF FORT LAUDERDALE

By: _____
SUSAN GRANT
Acting City Manager

_____ day of _____, 2024

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

WITNESSES:

PROSPECT LAKE WATER, L.P., a Delaware limited partnership

Print Name

By: _____

[●]

Authorized Representative

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 _____, 2024, by [●], as Authorized Representative of Prospect Lake Water, L.P., a Delaware limited partnership.

(Signature of Notary Public – State of _____)

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

Personally Known _____OR Produced Identification_
Type of Identification Produced: ____

WITNESSES:

PROSPECT LAKE HOLDINGS, L.P., a Delaware limited partnership

Print Name

By: _____

[●]
Authorized Representative

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 _____, 2024, by [●], as Authorized Representative of Prospect Lake Holdings, L.P., a Delaware limited partnership.

(Signature of Notary Public – State of _____)

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

Personally Known _____ OR Produced Identification_

Type of Identification Produced: ____

WITNESSES:

IDE PLCWC, INC., a [●]

Print Name

By: _____

[●]
[Title]

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 _____, 2024, by _____, as _____ of IDE PLCWC, a [●].

(Signature of Notary Public – State of _____)

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

Personally Known _____ OR Produced Identification_

Type of Identification Produced: ____