

February 14, 2023

Prospect Lake Water, L.P.
c/o Ridgewood Infrastructure
14 Philips Parkway
Montvale, NJ 07645
Attn: Legal Department

City of Fort Lauderdale, Florida
100 N Andrews Avenue
Fort Lauderdale, FL 33301-1016
Attn: City Manager, Public Works Director
and City Attorney

Re: PLCWC O&M, LLC

Ladies and Gentlemen:

We have acted as special counsel to PLCWC O&M, LLC, a Delaware limited liability company (the "Operating Service Provider"), in connection with the transactions contemplated by that certain Operating Services Agreement, dated as of February 14, 2023 (the "OSA"), entered into by and between the Operating Service Provider and Prospect Lake Water, L.P. (the "Project Company"), that provides for the operation and maintenance of the Prospect Lake Clean Water Center.

This opinion is being furnished to the addressees listed above (collectively the "Recipients"). In rendering the opinions expressed below, we have examined fully executed copies of the documents set forth below, and such other certificates, documents and materials as we have deemed necessary as a basis for such opinions:

- (a) the OSA;
- (b) that certain Labor Services Agreement, dated as of February 14, 2023 (the "Labor Services Agreement"), entered into by and between the Operating Service Provider and the City of Fort Lauderdale, Florida (the "City");
- (c) that certain Interface Agreement, dated as of February 14, 2023 (the "Interface Agreement"), entered into by and among the Operating Service Provider, the Project Company, and Kiewit Water Facilities Florida Co.

("Kiewit"); and

- (d) Certificate of Operating Service Provider, dated as of February 14, 2023 (the "Certificate"), a copy of which is attached hereto, designated Exhibit "A," and to which, among other things, the following are attached: (i) the certificate of formation of the Operating Service Provider, dated as of September 29, 2022 and the accompanying certificate from the Delaware Secretary of State, dated September 30, 2022, certifying the valid formation of the Operating Service Provider as a Delaware limited liability company; (ii) Action by Sole Member of the Operating Service Provider, dated February 12, 2023; (iii) Limited Liability Company Agreement of PLCWC O&M, LLC, dated as of January 31, 2023 (collectively, the "Company's Organizational Documents"); (iv) a certificate, dated on or about the date hereof (the "DE Good Standing Certificate"), issued by the Secretary of State of the State of Delaware to the effect that the Operating Service Provider is in good standing; and (v) a certificate, dated on or about the date hereof (the "FL Good Standing Certificate"), issued by the Secretary of State of the State of Florida to the effect that the Operating Service Provider is in good standing; and
- (e) such documents and records of the Operating Service Provider, certificates of public officials and officers of the Operating Service Provider and such other documents, certificates, records and papers as we have deemed necessary or appropriate to render the opinions set forth herein.

The documents listed in lettered paragraphs (a) through (c) above sometimes herein are referred to collectively as the "Transaction Documents."

We have also reviewed such other documents, instruments and certificates as we have deemed relevant or necessary to form the basis for the opinions set forth in this letter.

We further have made, and with your permission have relied upon, the below-described searches, made on February 11, 2023, for pending state and federal litigation listed on computer-based indices, Pacer and Westlaw Dockets (collectively the "Searches").

Insofar as this opinion relates to the absence of litigation or other actions (collectively the "Enumerated Actions"), we have relied upon and assumed the accuracy of the Searches. We have searched only under the name of Operating Service Provider.

The information regarding the Enumerated Actions does not include any filings filed, indexed or terminated after the dates of the Searches, and accordingly, we express no opinion relating to the existence or absence of any Enumerated Actions filed, indexed or recorded after such dates. Further, we have not obtained Searches other than those listed above, and, accordingly, this opinion does not extend to Enumerated Actions created or perfected in any other jurisdictions.

In rendering this opinion, we have assumed, except where contrary information has come to our attention during the course of our representation, without independent verification:

(i) the legal capacity of natural persons and the legal existence of all parties other than Operating Service Provider;

(ii) the genuineness of all signatures on all Transaction Documents;

(iii) the authenticity of all agreements, instruments or documents, other than the Transaction Documents, submitted to us as original and the conformity to the originals of all such documents submitted to us as copies;

(iv) the conformity to the originals of all Transaction Documents submitted to us as copies;

(v) the correctness and accuracy of all facts set forth in the Transaction Documents and the Certificate;

(vi) the power and authority of all parties, other than Operating Service Provider, signing the Transaction Documents, regardless of whether in a corporate, governmental, fiduciary or other capacity, to execute, deliver and perform the Transaction Documents;

(vii) that the Transaction Documents have been duly authorized, executed and delivered by, as applicable, the City, the Project Company and Kiewit, and constitute the valid and binding obligation thereof, enforceable against them in accordance with their terms, and will be complied with thereby;

(viii) that the City, the Project Company and Kiewit each has acted in good faith, without notice of any defense against enforcement of rights created by, or adverse claim under, any of the Transaction Documents, and has complied with all Applicable Laws;

(ix) that the Transaction Documents accurately describe and contain the

mutual understanding of the parties, and that there are no other agreements or understandings between or among the parties that would modify, amend or vary, or purport to modify, amend or vary, the terms of any of the Transaction Documents or the respective rights or obligations of the parties thereunder;

(x) each certificate or other document issued by a public authority is accurate, complete and authentic as of the date hereof, and all official public records (including their proper indexing and filing) are accurate and complete;

(xi) the transaction and the conduct of the parties comply with any requirement of good faith, fair dealing and conscionability; and

(xii) with respect to the transaction and the Transaction Documents, including the inducement of the parties to enter into and perform their respective obligations thereunder, there has been no mutual mistake of fact or undue influence and there exists no fraud or duress.

Except as otherwise set forth herein, such as when contrary information has come to our attention during the course of our representation, we have not undertaken any independent investigation to determine the existence or absence of factual matters, and no inference as to our knowledge of the existence or absence of such facts should be drawn from our representation of Operating Service Provider as special counsel thereto. With your consent, we have relied upon, assumed the accuracy of, and have made no independent investigation or verification of the representations and warranties contained in the Transaction Documents and in the Certificate supplied to us with respect to the factual matters set forth therein, and no opinion is rendered hereunder as to the accuracy of the representations and warranties contained in the Transaction Documents or in the Certificate. Further, the factual matters set forth in the Certificate have been provided to us solely for our benefit in issuing this opinion, and no party, other than this Firm and the Recipients (by virtue of our attaching the Certificate to this opinion letter), is entitled to rely upon them.

Based on the foregoing, and in reliance thereon and subject to the assumptions, qualifications, exceptions and limitations set forth in this opinion, we are of the opinion that:

1. The Operating Service Provider has been duly organized as a limited liability company under the laws of the State of Delaware.
2. Based solely on our review of the DE Good Standing Certificate, the Operating Service Provider is validly existing and in good standing under the laws of the State of Delaware.

3. The Operating Service Provider is duly licensed or, based solely on our review of the FL Good Standing Certificate, qualified and in good standing in the State of Florida to the extent required to perform its obligations under each Transaction Document.

4. The Operating Service Provider has the power to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

5. The Operating Service Provider has duly authorized the execution and delivery of the Transaction Documents and the performance by the Operating Service Provider thereunder.

6. With no actual knowledge of the occurrence thereof, and based solely on our reliance on the Certificate, without further inquiry or observation, and the absence of knowledge to the contrary, each of the Transaction Documents to which the Operating Service Provider is a party was reliably executed by the Operating Service Provider.

7. The execution of and the performance by the Operating Service Provider of its obligations under each Transaction Document have been duly authorized by all necessary corporate action on the part of the Operating Service Provider, and each Transaction Document has been duly executed and delivered by the Operating Service Provider.

8. The execution and delivery by the Operating Service Provider of the Transaction Documents do not violate the Company's Organizational Documents.

9. There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened, against or affecting the Operating Service Provider, or to which the Operating Service Provider is or may be a party, wherein an unfavorable decision, ruling or finding would (a) impair the validity or enforceability of the Transaction Documents or (b) adversely affect the transactions contemplated by the Transaction Documents.

All of our opinions set forth herein are subject to the following assumptions, qualifications and limitations:

A. We express no opinion as to the financial ability of the Operating Service Provider or any other party to meet its obligations under the Transaction Documents.

Letter to Prospect Lake Water, L.P.,
City of Fort Lauderdale, FL
February 14, 2023
Page - 6 -

B. With respect to the due formation of the Operating Service Provider and the due authorization of the execution and delivery of the Transaction Documents, the opinions expressed herein are based solely on our review of Chapter 18, Subchapter II (Formation), Chapter 18, Subchapter III (Members), and Chapter 18, Subchapter IV (Managers), of the Delaware Limited Liability Company Act (and not as to any laws applicable on a statewide basis, local laws, ordinances, regulations, etc.) in effect on the date hereof, without regard to any regulations with respect thereto or judicial or administrative interpretations thereof, in each case without regard to choice-of-law rules. In that regard, we express no opinion as to the effect upon the opinions expressed herein of (i) the choice-of-law provisions of the Transaction Documents, or (ii) the choice-of-law rules of any jurisdiction.

C. We are counsel admitted to practice in the State of California, and except as set forth in the preceding paragraph, we express no opinion as to matters governed by any laws other than the laws of the State of California, the limited liability company laws of the State of Delaware (subject to clause (C) herein) and the laws of the United States of America. This opinion is provided to you as a legal opinion only, and not as a guaranty or warranty of the matters discussed herein.

The opinions expressed herein are as of the date set forth above, with respect to the Transaction Documents and the Organizational Documents, on or about the date hereof, with respect to the good standing status of Operating Service Provider in the States of Delaware and Florida, and as of February 11, 2023, with respect to the Searches, and we expressly disclaim any obligation to inform you of any matters occurring thereafter. We specifically assume no obligation to update or supplement this letter if any applicable laws change after the date of this letter or if we become aware after the date of this letter of any facts or other developments, whether existing before or first arising after the date hereof, that might change the opinions expressed above.

This opinion is limited to the transaction described herein and should not be relied upon for any other transaction, no matter how similar it may appear. This opinion is provided to you as a legal opinion only, and not as a guaranty or warranty of the matters discussed herein.

The opinions expressed herein are rendered solely for the benefit of the Recipients, and for the benefit of (1) the Recipients' successors and assigns, and (2) any assignee or transferee of the Transaction Documents. These opinions may not be used or relied upon by any other person, and we are not hereby assuming any professional responsibility to any such other person whatsoever.

Letter to Prospect Lake Water, L.P.,
City of Fort Lauderdale, FL
February 14, 2023
Page - 7 -

Neither this letter nor any copies thereof may be furnished to a third party, filed with a governmental agency (other than a Recipient), quoted, cited or otherwise referred to without our prior written consent.

Very truly yours,

Parks & Solar, LLP

PARKS & SOLAR, LLP

EXHIBIT "A"
CERTIFICATE
PLCWC O&M, LLC

TO: Parks & Solar, LLP
600 West Broadway, Suite 1200
San Diego, California 92101
Attn: Keith R. Solar, Esq.

The undersigned hereby certifies that she is the duly elected and acting representative of the sole member of PLCWC O&M, LLC (the "Company") and she is familiar with the matters set forth below. This Certificate is executed with the knowledge and understanding that Parks & Solar, LLP and the Recipients will rely on this Certificate in rendering its legal opinion ("Legal Opinion") to Prospect Lake Water, L.P. and the City of Fort Lauderdale, Florida in connection with the matters described in the Legal Opinion. Capitalized terms not otherwise defined herein have the meanings assigned to them in the Legal Opinion.

Further, the undersigned hereby certifies that the following are true, complete and correct statements:

A. Attached hereto as Exhibit "1" is a true, current and complete copy of the Certificate of Formation, as amended to date, of the Company.

B. Attached hereto as Exhibit "2" is a true, current and complete copy of the Limited Liability Company Agreement, as amended to date, of the Company.

C. Attached hereto as Exhibit "3" is a true, current and complete copy of Certificate of Good Standing issued by the Delaware Secretary of State on or about the date hereof.

D. Attached hereto as Exhibit "4" is a true, current and complete copy of Certificate of Status issued by the Florida Secretary of State on or about the date hereof.

E. Attached hereto as Exhibit "5" is a true, current and complete copy of an Action By Sole Member of PLCWC O&M, LLC, effective as of February 12, 2023, confirming the Company's signature authority with respect to the Transaction Documents, which Action By Sole Member has not been rescinded or modified as of the date hereof.

F. As of the date hereof, no events have taken place to cause the dissolution of the Company or the winding up of the Company's affairs, and neither the Company nor any other entity has initiated any actions for dissolution of the Company or the winding up of any of the Company's affairs.

G. The Company has obtained and maintained in full force and effect all material licenses, permits and authorizations necessary for the transaction that is the subject of the Legal Opinion.

H. There is no existing material default or existing condition, which, with the passage of time, or the giving of notice, or both, would result in a material default by the

Company under any contract, lease or commitment necessary for the transaction that is the subject of the Legal Opinion.

I. There are no liens, delinquent taxes, judgments, actions or proceedings pending against or affecting the Company which would reasonably be expected to have a material adverse effect on the ability of the Company to enter into or perform the O&M Guaranty or any of the Company's obligations thereunder.

J. The person(s) executing the O&M Guaranty on the Company's behalf has (have) all requisite power, authority and approval to execute and deliver the O&M Guaranty and any agreements executed in connection therewith.

K. As of the date hereof, neither the Company, nor any other person or entity has initiated any action or proceeding with respect to the Company under any bankruptcy or insolvency, reorganization, arrangement, moratorium or any other laws affecting the rights of creditors generally.


L. At all times through and including the date of the execution of the O&M Guaranty, the person(s) executing the O&M Guaranty on the Company's behalf were duly elected and acting officers or directors of the Company, holding such office(s) at the respective times of the signing and delivery thereof, and their signatures appearing thereon are their genuine signatures.

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of February 14, 2023.

"Company"

PLCWC O&M, LLC, a Delaware limited liability company

By: IDE Americas, Inc.
Its: Sole Member

By: 
Name: Mazy Pinchusowicz
Its: CFO

By: 
Name: Lior Boumgarten
Its: Finance Director

EXHIBIT “1”

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "PLCWC O&M, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 2022, AT 7:38 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

7058833 8100
SR# 20223658694

Authentication: 204522895
Date: 09-30-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:38 PM 09/29/2022
FILED 07:38 PM 09/29/2022
SR 20223658694 - File Number 7058833

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is PLCWC O&M, LLC.
2. The Registered Office of the limited liability company in the State of Delaware is located at 3500 South DuPont Highway, in the City of Dover, County of Kent, Zip Code 19901. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is GKL Registered Agents of DE, Inc.

By: Keith R. Solar
Keith R. Solar, Authorized Person

EXHIBIT “2”

Limited Liability Company Agreement

Of

PLCWC O&M, LLC

This Limited Liability Company Agreement (“Agreement”) of PLCWC O&M, LLC (the “Company”), is effective as of ~~January~~ ³ 2023 (the “Effective Date”), and is entered into by and between the Company and IDE Americas, Inc., as the sole member of the Company (the “Member”).

RECITALS

WHEREAS, the Company was formed as a limited liability company on September 29, 2022 by the filing of a Certificate of Formation as File no. 7058833 with the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the “LLC Act”); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

OPERATIVE PROVISIONS

1. Name. The name of the Company is PLCWC O&M, LLC.
 2. Purpose. The purpose of the Company is to operate, maintain and repair the Prospect Lake Clean Water Center in Fort Lauderdale, Florida, and to engage in any lawful act or activity, enter into any agreement and to exercise any powers permitted to limited liability companies formed under the LLC Act that are incidental to or necessary, suitable or convenient for the accomplishment of the purposes specified above.
 3. Principal Office; Registered Agent.
 - (a) Principal Office. The location of the principal office of the Company shall be 5050 Avenida Encinas, Suite 250, Carlsbad, CA 92008, or such other location as the Member may from time to time designate.
 - (b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware shall be GKL Registered Agents of DE, Inc. (the “Registered Agent”). The registered office of the Company in the State of Delaware shall be located at the Registered Agent’s address: 3500 S. DuPont Highway, Dover, DE 19901. The Member may change the Registered Agent or registered office at any time, in the Member’s discretion.
-

4. Members.

(a) Initial Member. The Member owns one hundred percent (100%) of the membership interests in the Company. The name and address for the Member are set forth in the Schedule of Members, set forth as Exhibit A. The Member may amend its address or email address in Exhibit A without such amendment being deemed an amendment of this Agreement.

(b) Additional Members. One or more additional members may be admitted to the Company with the written consent of the Member. At or prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine are needed to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; Certificates. No certificates shall be issued to evidence ownership of the membership interests.

5. Management.

(a) Authority; Powers and Duties of the Member. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member on the Company's behalf shall constitute the act of and shall serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the LLC Act, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement.

(b) Election of Officers; Delegation of Authority. The Member, from time to time, may designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "Officer"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member, resigns, becomes incapacitated, or dies; the Member may remove an Officer at any time and can, but need not, fill an officer role which becomes vacant. Any action taken by an Officer pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

6. Liability of Member; Indemnification; Advancement.

(a) Liability of Member. Except as otherwise required in the LLC Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely as a result of his, her, or its membership or participating in the management of the Company.

(b) Mandatory Indemnification. To the fullest extent permitted under the LLC Act, the Member (and, if applicable, the Liquidator) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, costs, fees, or expense (including attorneys' fees and costs) (collectively, "Covered Losses") whatsoever incurred by the Member relating to

or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company (collectively, "Covered Actions"); provided, however, that any indemnity under this Section 6(b) shall be provided out of and to the extent of Company assets only, and the Member shall not have any personal liability on account thereof.

(c) Indemnification of Officers. The Member may, but need not, indemnify Officers, if there be any, for Covered Losses resulting from their authorized Covered Actions taken within the scope of their delegated authority as Officers of the Company.

(d) Advancement. The Company shall advance to the Member amounts attributable to Covered Losses upon presentation of reasonable documentation of such amounts. Indemnification amounts will be advanced to an Officer, if indemnified pursuant to Section 6(c) above, in the Member's sole discretion.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

8. Initial Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member. The Member may, but need not, make additional capital contributions to the Company.

9. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one (1) Member, the Company and the Member intend that the Company be treated as a disregarded entity for federal and all relevant state tax purposes. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity. Notwithstanding the foregoing, the Member has the authority to change the tax status of the Company if it deems such change advisable, and to amend this Agreement to reflect any such change.

(b) Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

11. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member; or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the LLC Act, unless the Company's existence is continued pursuant to the LLC Act. The Member, in lieu of winding up and cancelling the Company, may appoint a liquidator to do so (a "Liquidator"). For purposes hereof, the Liquidator shall have the ability to exercise the power of the Member solely with respect to the winding up and cancellation of the Company; provided, however, that the Member shall retain its powers hereunder.

(b) If a Liquidator is selected, the Member may provide for the compensation of such Liquidator as the Member determines in its sole discretion.

(c) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member (or Liquidator) shall promptly liquidate the business of the Company.

(d) In the event of dissolution, the Company shall wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); (ii) second, to be held as reasonable cash reserves for known, potential, or contingent liabilities in such amount as the Member (or Liquidator) deems appropriate, in its discretion, and (iii) thereafter, to the Member.

(e) Upon the completion of the winding up of the Company, the Member (or Liquidator) shall file a Certificate of Cancellation in accordance with the LLC Act.

(f) Any Reserves shall be distributed to cover liabilities as determined by the Member (or Liquidator), and such remaining reserves shall be distributed to the Member at such time as the Member (or Liquidator) deems appropriate, in its reasonable, good faith discussion.

12. Miscellaneous.

(a) Amendments. For so long as the Member is the sole member of the Company, the Member can amend this Agreement, unilaterally, at any time.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[SIGNATURE PAGE TO AGREEMENT FOLLOWS]

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first above written.

“Member”

IDE Americas, Inc.



By: Mazy Pinchusowicz
Its: _____

By: Lior Baumgarten
Its: _____

“Company”

PLCWC O&M, LLC,
a Delaware limited liability company



By: IDE Americas, Inc.
Its: Sole Member

By: _____
Its: _____

By: Lior Baumgarten
Its: _____

EXHIBIT A

MEMBER INFORMATION:

Name	Contact Information	Membership Percentage
IDE Americas, Inc.	Address: 5050 Avenida Encinas Suite 250 Carlsbad, CA 92008	100%

EXHIBIT “3”

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PLCWC O&M, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTEENTH DAY OF FEBRUARY, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "PLCWC O&M, LLC" WAS FORMED ON THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



7058833 8300

SR# 20230485492

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 202698850

Date: 02-13-23

EXHIBIT “4”

State of Florida

Department of State

I certify from the records of this office that PLCWC O&M, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on October 24, 2022.

The document number of this limited liability company is M22000016321.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022 and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of February,
2023*




Secretary of State

Tracking Number: 6146501116CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

EXHIBIT “5”

ACTION BY SOLE MEMBER OF
PLCWC O&M, LLC,
A Delaware limited liability company

February 12, 2023

THE UNDERSIGNED, being all of the directors (the “Directors”) of **IDE Americas, Inc.**, a Delaware Corporation (the “Company”), acting by written consent without a meeting pursuant to Section 141(f) of the Delaware General Corporation Law, and the bylaws of the Company permitting them to so act, do hereby consent to the adoption of the following resolutions without a meeting of the board of directors of the Company and do hereby take this action on behalf of PLCWC O&M, LLC, a Delaware limited liability company (“PLCWC O&M”):

WHEREAS, the Company is the sole member (the “Sole Member”) of PLCWC O&M; and

WHEREAS, PLCWC O&M desires to enter into an Interface Agreement, to be dated on or about February 13, 2023, to be entered into by and among Prospect Lake Water, L.P., a Delaware limited partnership (“Project Company”), PLCWC O&M and Kiewit Water Facilities Florida Co., a Florida corporation (“Kiewit”); and

WHEREAS, a draft of the Interface Agreement is attached hereto, designated Exhibit “A” and incorporated herein by reference; and

WHEREAS, PLCWC O&M also desires to enter into an Operating Service Agreement, to be dated on or about February 13, 2023, to be entered into by and between the Project Company and PLCWC O&M, as the Operating Service Provider; and

WHEREAS, a draft of the Operating Service Agreement is attached hereto designated Exhibit “B” and incorporated herein by reference; and

WHEREAS, PLCWC O&M desires to enter into a Labor Services Agreement, dated on or about February 13, 2023, to be entered into by and between The City of Fort Lauderdale, Florida, a Municipal corporation, and PLCWC O&M; and

WHEREAS, a draft of the Labor Services Agreement is attached hereto designated Exhibit “C” and incorporated herein by reference; and

WHEREAS, the Directors of the Sole Member have determined that it is in the best interests of PLCWC O&M to approve the execution of the Interface Agreement and the Operating Services Agreement, and to authorize Lihy Teuerstein and Mazy Pinchusowicz, together (the "Agents") to take such actions and execute such instruments and documents as they may deem to be advisable, convenient, or necessary to execute such Agreements;

WHEREAS, the Directors of the Sole Member have determined that it is in the best interests of PLCWC O&M to approve the execution of the Labor Services Agreement, and to authorize Lihy Teuerstein (the "LSA's Agent") to take such actions and execute such instruments and documents as she may deem to be advisable, convenient, or necessary to execute such Agreement; and

NOW THEREFORE, BE IT HEREBY:

RESOLVED, that pursuant to Section 4.4(d) of that certain Operating Agreement of PLCWC O&M, that the Interface Agreement, substantially in the form of Exhibit "A" attached hereto, the Operating Services Agreement substantially in the form of Exhibit "B" attached hereto, and the Labor Services Agreement substantially in the form of Exhibit "C" attached hereto, all of which were submitted to the Sole Member for its review and approval, are hereby approved; and

RESOLVED FURTHER, that the Agents hereby are authorized to execute the Interface Agreement and the Operating Services Agreement, and any and all documents necessary, in the name of and on behalf of PLCWC O&M, in connection therewith as the Agents shall deem to be advisable, convenient or necessary to carry out the transactions referred to herein; and on such other terms and conditions, as, in the Agents' discretion, are deemed to be in the best interests of PLCWC O&M; and

RESOLVED FURTHER, that the LSA's Agent hereby is authorized to execute the Labor Services Agreement, and any and all documents necessary in this regard, in the name of and on behalf of PLCWC O&M, in connection therewith as the LSA's Agent shall deem to be advisable, convenient or necessary to carry out the transactions referred to herein; and on such other terms and conditions, as, in the LSA Agent's discretion, are deemed to be in the best interests of PLCWC O&M; and

RESOLVED FURTHER, that the Interface Agreement and the Operating Services Agreement, and any and all such other

documents, shall be in such form and contain such provisions as the Agents deem proper, necessary, and desirable as evidenced by their signature thereon; and that their actions in executing the same conclusively shall be deemed to be the authorized act of and binding upon the Sole Member and PLCWC O&M; and

RESOLVED FURTHER, that the Labor Services Agreement, and any and all such other documents, shall be in such form and contain such provisions as the LSA's Agent deems proper, necessary, and desirable as evidenced by her signature thereon; and that her actions in executing the same conclusively shall be deemed to be the authorized act of and binding upon the Sole Member and PLCWC O&M; and

RESOLVED FURTHER, that any action heretofore taken by the LSA's Agent and the Agents, as applicable, in furtherance of the matters authorized by the foregoing resolutions, including without limitation negotiating the terms and conditions of the Agreements on PLCWC O&M's behalf, is hereby ratified, approved and confirmed as the act and deed of the Sole Member and PLCWC O&M as of the date done; and

RESOLVED FURTHER, that a copy of this Unanimous Written Consent (the "Written Consent") be filed with the books and records of this Manager and become a part thereof, and

RESOLVED FURTHER, that this Written Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Directors of the Manager have executed this Written Consent as of the date first above set forth.


"Sole Member"


PLCWC O&M, LLC, a Delaware limited liability company


By: IDE Americas, Inc., a Delaware corporation

Its: Sole Member

By: _____


Alon Tavor, Director

By: 
Mazy Pinchusowicz, Director

By: 
Lior Boumgarten, Director