

This GUARANTY (this “Guaranty”), dated as of February 14, 2023 (the “Effective Date”), is made by IDE Americas, Inc., a Delaware corporation (“Guarantor”), for the benefit of Prospect Lake Water, L.P., a Delaware Limited Partnership (“Beneficiary”), with respect to the following facts:

RECITALS

WHEREAS, the execution of this Guaranty is required pursuant to Section 11.02(a) (*Parent Company Guaranty; Reporting*) of that certain Operating Service Agreement, of even date herewith, entered into by and between Beneficiary and PLCWC O&M, LLC, a Delaware limited liability company (“Obligor”) (as such may be amended from time to time, collectively the “Agreement”), and this Guaranty is entered into by Guarantor as an inducement for Beneficiary to consummate the transactions contemplated by the Agreement; and

WHEREAS, Guarantor will derive substantial benefit from the consummation of the transactions contemplated by the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor and Beneficiary agree as follows:

ARTICLE 1. DEFINITIONS AND CONSTRUCTION

1.1 ***Definitions.*** All capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Agreement.

ARTICLE 2. GUARANTY

2.1 ***Guaranty.*** Guarantor hereby irrevocably, absolutely, fully and unconditionally guarantees to Beneficiary and its successors and assigns the prompt and complete payment and performance when and as due of all obligations of Obligor arising under the Agreement, subject to the limitations set forth herein (“Guaranteed Obligations”).

2.2 ***No Release or Discharge.*** This Guaranty is a primary obligation of Guarantor and shall be an irrevocable, unconditional, absolute and continuing guaranty, irrespective of:

2.2.1 any invalidity, voidability or unenforceability of, or defect or deficiency applicable to Obligor in respect of, the Agreement or any other documents executed in connection with the Agreement based on Obligor’s lack of corporate power and authority to enter into the Agreement or such other documents or the failure of the Agreement or such other documents to be duly authorized and executed by Obligor and its signatories;

2.2.2 any postponement or extension of the date on which any payment must be made pursuant to the Agreement or postponement or extension of the date on which any act must be performed by Obligor thereunder; *provided*, that any such postponement or extension shall be deemed to apply to Guarantor’s obligations hereunder in the same way that it applies to Obligor’s obligations under the Agreement;

2.2.3 whether or not Guarantor received direct notice of or consented to any modification, amendment, supplement, renewal or waiver of the Agreement or any of the terms or conditions of the Agreement;

2.2.4 except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by Beneficiary to exercise against Obligor, in whole or in part, any right or remedy held by Beneficiary with respect to the Agreement;

2.2.5 any legal disability of Guarantor, or any release or discharge of Guarantor;

2.2.6 any stay applicable to any enforcement of the Guaranteed Obligations against Obligor;

2.2.7 any rights of subrogation, reimbursement, indemnity or contribution that Guarantor or Beneficiary may have against Obligor;

2.2.8 any lack of knowledge by Guarantor as to the condition (including financial) of Obligor, since Guarantor shall be responsible for obtaining its own knowledge of such condition;

2.2.9 any election of remedies by Beneficiary, even if such election of remedies impairs or destroys Guarantor's right of subrogation against Obligor; or

2.2.10 except for the defenses available to Guarantor pursuant to Section 2.6.2 (*Primary Liability of Guarantor; Guarantor's Defenses*), any other circumstances which might otherwise constitute a legal or equitable discharge or defense of a guarantor including any termination of or change in corporate existence, structure or ownership of Obligor or Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Obligor or its assets;

provided, that the Guaranteed Obligations shall not be greater than the obligations of Obligor under the Agreement hereby guaranteed as such agreement may be so modified, amended, renewed or waived; and

all without notice to or further assent by Guarantor, who shall remain bound by this Guaranty, which shall remain in full force and effect until all of the Guaranteed Obligations have been paid in full or otherwise extinguished.

No action which Beneficiary shall take or fail to take in connection with the Guaranteed Obligations, nor any course of dealing with Obligor or any other person, shall release Guarantor's obligations hereunder, affect this Guaranty in any way, or afford Guarantor any recourse against Beneficiary.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by Beneficiary upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Obligor or any other guarantor, or upon or as a result of the appointment of a receiver or conservator of, or trustee for Obligor or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

2.3 ***Waiver of Rights***. Subject to the limitations expressly set forth in this Guaranty, Guarantor understands and agrees that the guaranty contained in Section 2.1 (*Guaranty*) shall be a continuing guaranty. Guarantor hereby expressly waives:

2.3.1 notice of acceptance of this Guaranty, of the creation or existence of any of the Guaranteed Obligations and of any action by Beneficiary in reliance hereon or in connection herewith;

2.3.2 notice of the entry into the Agreement between Obligor and Beneficiary and of any amendments, supplements or modifications thereto; or any waiver of consent under the Agreement, including waivers of the payment and performance of the obligations thereunder;

2.3.3 notice of any increase, reduction or rearrangement of Obligor's obligations under the Agreement or any extension of time for the payment of any sums due and payable to Beneficiary under the Agreement;

2.3.4 except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice with respect to the Guaranteed Obligations; and

2.3.5 any requirement that suit be brought against, or any other action by Beneficiary be taken against, or any notice of default or other notice be given to, or any demand be made on Obligor or any other person, or that any other action be taken or not taken as a condition to Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor.

2.4 ***Postponement of Subrogation.*** Guarantor shall be subrogated to all rights of Beneficiary against Obligor in respect of any amounts paid by Guarantor pursuant to this Guaranty; *provided, however,* that Guarantor hereby postpones all rights of subrogation, reimbursement, indemnity and recourse (including any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509, or otherwise) until such time as the Guaranteed Obligations are paid in full. If (a) Guarantor makes payment to Beneficiary of all or any part of the Guaranteed Obligations and (b) all of the then outstanding Guaranteed Obligations shall have been paid in full, Beneficiary shall, at Guarantor's request, execute and deliver to Guarantor documents to evidence the transfer by subrogation to Guarantor of any interest in the Guaranteed Obligations resulting from such payment by Guarantor. If any amount shall be paid to Guarantor on account of such subrogation rights at any time when all the Guaranteed Obligations in default shall not have been paid in full, such amount shall be held in trust for the benefit of Beneficiary and shall forthwith be paid to Beneficiary to be applied to the Guaranteed Obligations.

2.5 ***Notice of Default.***

2.5.1 Beneficiary will provide written notice in compliance with Section 4.1 (*Notices*) to Guarantor if Obligor fails to punctually pay or perform any of the Guaranteed Obligations as and when due or has otherwise defaulted under the Agreement and has failed to cure such default after all notice and cure periods under the Agreement have expired. The delivery of such written notice shall trigger the obligations of Guarantor under this Guaranty.

2.5.2 For the avoidance of doubt, the liability of Guarantor under this Guaranty shall not be conditional or contingent upon the pursuit of any remedy against the Obligor (although Beneficiary and its respective successors and permitted assigns are entitled to pursue such remedies, if they so choose) or any other Person or any collateral securing the Guaranteed Obligations or the exercise of any rights to insurance payments under the Agreement before seeking satisfaction from Guarantor of the Guaranteed Obligations that the Obligor has failed to pay or perform; *provided,* that Beneficiary shall not be entitled to recover or make a claim pursuant to any provisions of this Guaranty in respect of any loss that it has suffered

to the extent that it has already been fully and completely compensated in respect of such loss (including through insurance or from any third party).

2.5.3 Without limitation or prejudice to the Guarantor's obligations under Section 2.5.2 above, in event that proceeds of property insurance with respect to a loss included within the Guaranteed Obligations is available to the Beneficiary but not to the Obligor, and the Beneficiary decided not to or failed to pursue the insurance claim, the Beneficiary shall, upon Guarantor's request, reasonably cooperate to assign, where possible, its insurance claim to the Guarantor so that the Guarantor can pursue it.

2.6 ***Primary Liability of Guarantor; Guarantor's Defenses.***

2.6.1 Guarantor agrees that Beneficiary may enforce this Guaranty without the necessity at any time of resorting to or exhausting any other security or collateral, or exhausting any other remedies against Obligor. This Guaranty is a guaranty of payment and performance when and as due and not merely of collection.

2.6.2 Notwithstanding anything to the contrary stated herein or in the Agreement or any documents related thereto, Guarantor may assert as a defense, any right of set off or counterclaim to its obligations hereunder and any defense, right of set off or counterclaim that Obligor may have to the Guaranteed Obligations under the Agreement or otherwise, even if Obligor fails to raise the same, except (a) a defense based on the discharge of the Guaranteed Obligations as to Obligor in a bankruptcy or insolvency proceeding or (b) other defenses expressly waived pursuant to Section 2.2 (*No Release or Discharge*).

2.7 ***Continuing Guaranty.*** Guarantor's obligations under Section 2.1 (*Guaranty*) shall continue in force and effect until the Guaranteed Obligations have been fully performed or otherwise extinguished under the Agreement, at which time this Guaranty and all of Guarantor's obligations hereunder shall terminate and expire.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES

3.1 ***Representations and Warranties of Guarantor.*** Guarantor represents and warrants as follows:

3.1.1 It is a corporation, duly formed, validly existing and in good standing under the laws of the State of Delaware.

3.1.2 It has all requisite power and authority to execute and deliver this Guaranty and to perform all obligations to be performed by it hereunder. The execution and delivery of this Guaranty and the consummation of the transactions contemplated hereby have been duly and validly authorized and approved by all corporate action on its part.

3.1.3 This Guaranty has been duly and validly executed and delivered by it and this Guaranty constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms, subject to general principles of equity and bankruptcy and insolvency.

3.1.4 Except as would not reasonably be expected to have a material adverse effect on its ability to enter into and perform its obligations under this Guaranty, the execution and delivery of this Guaranty by it and the performance of its obligations hereunder by it do not and shall not: (a) violate any

Applicable Law or require any filing with, consent, approval or authorization of, or notice to, any Governmental Authority or any other Person, except as otherwise obtained prior to the date hereof, (b) violate any of its organizational documents or (c) breach or conflict with any material contract to which it is a party or by which it may be bound, result in the termination of any such material contract, result in the creation of any lien upon any of its assets or constitute an event which, after notice or lapse of time or both, would result in any such breach, termination or creation of a lien upon any of its assets.

ARTICLE 4. MISCELLANEOUS

4.1 **Notices.** All notices and other communications required or permitted to be given by any provision of this Guaranty shall be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or overnight courier, or by facsimile transmission or email, charges prepaid and addressed to the intended recipient as follows, or to such other addresses or numbers as may be specified by a party from time to time by like notice to the other parties:

If to Beneficiary, to:	c/o Ridgewood 14 Philips Parkway Montvale, NJ 07645 Attn: Legal Department Phone: 201-447-9000 Email: mhaggerty@ridgewood.com
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If to Guarantor, to:	IDE Americas, Inc. 5050 Avenida Encinas, Suite 250 Carlsbad, CA 92008 Attn: Lihy Teuerstein Phone: 6194870760 Email: Lihyt@ide-tech.com
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All notices and other communications given in accordance with the provisions of this Guaranty shall be deemed to have been given and received: (a) when delivered, if delivered by hand or transmitted by facsimile (provided the transmitting fax machine confirms that all pages were received) or email (if not returned as undeliverable); (b) on the date noted on the return receipt as the date of delivery (or that delivery was refused), if sent by certified or registered mail, postage prepaid, return receipt requested; or (c) one (1) Business Day after the same are sent by a reliable overnight courier service, with acknowledgment of receipt.

4.2 **Assignment.** This Guaranty shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign (by contract, stock sale, operation of law or otherwise) either this Guaranty or any of its rights, interests, or obligations hereunder without the other party's express prior written consent, and any attempted assignment, without such consent, shall be null and void; provided, however that Beneficiary may assign this Corporate Guaranty without the consent of Guarantor in connection with a permitted assignment under the Agreement.

4.3 **Rights of Third Parties.** Nothing expressed or implied in this Guaranty is intended or shall be construed to confer upon or give any Person, other than Beneficiary or permitted assigns, any right or remedies under or by reason of this Guaranty.

4.4 **Entire Agreement.** This Guaranty constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings, negotiations, agreements, or representations among the parties of any nature, whether written or oral, to the extent they relate in any way to the subject matter hereof.

4.5 **Counterparts.** This Guaranty may be executed in counterparts (and by different Parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Guaranty by facsimile or scanned electronic transmission shall be effective as delivery of a manually executed counterpart of this Guaranty. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Guaranty and the transactions contemplated hereby shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be. Each of the parties further agrees that it will not raise receipt of an electronic signature as a defense in any proceeding or action in which the validity of such consent or document is at issue and hereby forever waives such defense.

4.6 **Amendments.** This Guaranty may be amended or modified in whole or in part, and terms and conditions may be waived, only by a duly authorized agreement executed by Guarantor and Beneficiary which makes reference to this Guaranty.

4.7 **Severability.** If any provision of this Guaranty or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Guaranty, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and will in no way be affected, impaired or invalidated thereby. Upon such determination that any provision, or the application of any such provision, is invalid, illegal, void or unenforceable, the parties shall negotiate in good faith to modify this Guaranty so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by Applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

4.8 **Governing Law; Jurisdiction.**

4.8.1 This Guaranty and all claims arising out of or relating to this Guaranty and the transactions contemplated hereby shall be governed by the laws of the State of Florida, without regard to the conflicts of law principles that would result in the application of any law other than the law of the State of Florida.

4.8.2 Each of the parties irrevocably submits to the exclusive jurisdiction of the state courts of the Seventeenth Judicial Circuit in Broward County, Florida for the purposes of any suit, action or other proceeding arising out of or relating to this Guaranty or any transaction contemplated hereby (and agrees not to commence any action, suit or proceeding relating hereto except in such courts). Each of the parties further agrees that service of any process, summons, notice or document hand delivered or sent by U.S. registered mail to such party’s respective address set forth in Section 4.1 (*Notices*) will be effective service of process for any action, suit or proceeding in Florida with respect to any matters to which it has submitted to jurisdiction as set forth in the immediately preceding sentence. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Guaranty or the transactions contemplated hereby in the state courts of the

Seventeenth Judicial Circuit in Broward County, Florida, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided in law or in equity.

4.8.3 EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS GUARANTY, THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[Signature page to Guaranty follows.]

IN WITNESS WHEREOF, Guarantor and Beneficiary have caused this Guaranty to be executed by their proper and duly authorized representatives as of the Effective Date.

Guarantor

IDE Americas, Inc.,
a Delaware corporation

By: _____

Name: Mazy Pinchusowicz

Title: Authorized Representative

By: _____


Name:

Title: Lily Feuerstein

Authorized Representative

Beneficiary

Prospect Lake Water, L.P.,
a Delaware limited partnership

By: 
Name: Michael Albrecht
Title: President