

February 14, 2023

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

Prospect Lake Water, L.P.
c/o Ridgewood Infrastructure
14 Philips Parkway
Montvale, New Jersey

Dear Sir or Madam:

We have acted as special Florida counsel to PLCWC O&M, LLC, a Delaware limited liability company (the "Operator") and IDE Americas, Inc., a Delaware corporation (the "Guarantor"; together with Operator, the "Operator Parties") in connection with that certain Operating Services Agreement, dated as of February 14, 2023 (the "Operating Services Agreement") by and between Operator and Prospect Lake Water, L.P (the "Project Company").

In connection with this opinion, we have examined an executed original or copy, certified or otherwise identified to our satisfaction of the following documents, each dated as of the date hereof unless otherwise noted (collectively, the "Contract Documents"):

1. Operating Services Agreement;
2. Interface Agreement by and among Kiewit Water Facilities Florida Co., Operator and Project Company;
3. Parent Company Guaranty from Guarantor in favor of Project Company; and
4. Labor Services Agreement between the City of Fort Lauderdale and Operator.

In rendering this opinion, you have authorized us to assume, and we have therefore assumed, without undertaking any independent investigation, verification, or research of any kind that:

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Carlton Fields, P.A.

Carlton Fields, P.A. practices law in California through Carlton Fields, LLP.

- (a) Each party to the Contract Documents, (i) is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its respective formation, (ii) has full power and authority (corporate or otherwise) to execute and deliver the Contract Documents to which they are a party and perform their respective obligations thereunder and carry out the transactions thereunder, (iii) has duly authorized the execution, delivery and performance of the Contract Documents by all necessary action and (iv) has duly executed and delivered the Contract Documents to which they are a party;
- (b) all signatures are genuine, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents furnished to us as certified, photostatic, or facsimile copies and the authenticity of the original of such documents;
- (c) the Contract Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder, and there are no agreements or understandings among the parties to the Contract Documents that would modify, amend, supplement or waive, or otherwise affect the interpretation of, the terms of the Contract Documents or the respective rights or obligations of the parties thereunder;
- (d) there has been no fraud, duress or mutual mistake of fact with respect to the transactions described in the Contract Documents; and
- (e) value has been given under the Contract Documents.

As to questions of fact material to our opinion, we have relied upon the representations of the Operator Parties contained in the Contract Documents, without undertaking to verify the same by independent investigation. We 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 Contract Documents, and have relied solely on the facts, estimates and circumstances described and set forth therein. All references herein to any supplement, document or other agreement shall be deemed to refer only to the body of such supplement, document or agreement (including the schedules thereto) exclusive of other agreements or instruments referred to, attached as exhibits to, or incorporated by reference therein.

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

1. The Contract Documents constitute the legal, valid and binding obligation of the Operator Parties, as applicable, enforceable in accordance with their respective terms, assuming that they are the respective legal, valid, binding and enforceable obligations of the parties thereto other than the Operator Parties, 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.

2. The execution and delivery by the Operator Parties of the Contract Documents to which they are a party and the compliance by the applicable Operator Parties with the terms thereof, do not conflict with, nor result in any breach of any of the provisions of, or constitute a default under any State of Florida constitutional provision, statute, law, rule or regulation.

3. Except as disclosed in the Contract Documents or for those consents already obtained, no consent, authorization, approval or filing with any Florida state or local governmental agencies, authorities or instrumentalities is required to be made, obtained for the (i) execution, delivery, validity or enforceability of the Contract Documents, (ii) the consummation of the transactions by the applicable Operator Parties contemplated by the Contract Documents or (iii) the performance by the applicable Operator Party of its respective obligations under the Contract Documents (but no opinion is made as to consents, approvals or authorizations required to be obtained by the other parties under the Contract Documents).

In addition to the assumptions set forth above, the opinions set forth above are subject to the following exceptions and qualifications:

A. The foregoing opinions are expressly limited to matters under and governed by the internal substantive laws of the State of Florida in effect on the date hereof and which, in our experience, are normally applicable to the transactions provided for in the Contract Documents (“the Applicable Laws”). The term Applicable Laws does not include and excludes all (A) municipal, political subdivision (whether created or enabled through legislative action at the federal, state, regional or local level), local and county ordinances, statutes, administrative decisions, laws, rules and regulations, and (B) statutes, laws, rules and regulations, (y) as in effect in any jurisdiction, including, without limitation, any State of the United States of America and the United States of America, and (z) including, without limitation, any and all authorizations, permits, consents, applications, licenses, approvals, filings, registrations, publications, exemptions and the like required by any of them;

B. We express no opinion as to any matter not specifically addressed in this opinion;

C. We are members of the bar of the State of Florida, and we express no opinion relative to the treatment of this transaction under the laws of any state or jurisdiction other than the State of Florida. No opinion is being rendered with respect to any federal or state securities, environmental or income tax laws;

D. We express no opinion as to the present or future value of any security that may be realized by the exercise of any remedy under the Contract Documents; and

E. In rendering the foregoing opinions, we have not, pursuant to our engagement, endeavored to express any opinions, and we express no opinions, and none are intended to be implied hereby nor shall be inferred herefrom, as to (A) the various state and federal laws, statutes, regulations, interpretations, opinions, directives, orders, rulings, authorities or similar matters regulating or governing the any party other than the Operator Parties (collectively, the “Rules”) and/or the such other party’s entry into, execution, delivery or performance of the Contract Documents, or the transactions provided for therein, or the conduct of its business related thereto, or (B) such other party’s compliance with any of the Rules in connection with the Contract Documents, or the transactions provided for therein.

The opinions expressed herein are given as of the date hereof, and we expressly decline any obligation or undertaking to revise or update any of the opinions subsequent to the date hereof or to advise you of any matter arising subsequent to the date hereof which would cause us to modify the opinions in whole or in part. The opinions expressed in this letter are solely for the benefit of the addressees and for the benefit of any of their successors and/or assigns, in connection with the Contract Documents (each, a “Reliance Party”).

Respectfully submitted,

