

February 14, 2023

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

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White & Case LLP  
1221 Avenue of the Americas  
New York, NY 10020-1095  
T +1 212 819 8200

Ladies and Gentlemen:

[whitecase.com](http://whitecase.com)

We have acted as New York counsel to Prospect Lake Water, L.P., a limited partnership organized under the laws of Delaware (the “**Project Company**”), in connection with the preparation, execution and delivery of the Comprehensive Agreement for the Prospect Lake Clean Water Center in Fort Lauderdale, Florida, dated as of February 14, 2023 (the “**Comprehensive Agreement**”), among the Project Company, Prospect Lake Holdings, L.P., IDE PLCWC, Inc., and the City of Fort Lauderdale, Florida.

In connection with our opinions expressed below, we have examined originals or copies certified to our satisfaction of the documents listed on Annex I and such other documents, certificates and other statements of government officials and officers of the Project Company as we deemed necessary for the purposes of the opinions set forth in this opinion letter. The Comprehensive Agreement, the Certificate of Limited Partnership, the LP Agreement and the other documents that we have examined in connection therewith are referred to as the “**Transaction Documents**”.

We have relied, to the extent we deem such reliance proper, upon certificates of public officials and, as to any facts material to our opinions, upon certificates of officers of the parties and the representations of the parties. In rendering such opinions, we have assumed without independent investigation or verification of any kind the genuineness of all signatures, the legal capacity of all natural persons signing all documents, the authenticity of all documents submitted to us as originals, the conformity to authentic original documents of all documents submitted to us as copies, the truthfulness, completeness and correctness of all factual representations and statements contained in all documents, and the accuracy and completeness of all public records examined by us. In our review of any provisions of any documents not governed by New York law we have relied on the plain meaning of the words in such provisions as understood in New York and interpreted such provisions in accordance with principles of New York law. We have also, without independent investigation or verification of any kind, made the assumptions set forth in Annex II.

Based upon the foregoing assumptions and the assumptions set forth in Annex II, and subject to the qualifications set forth in this opinion letter including in Annex III, having considered such questions of law as we have deemed necessary as a basis for the opinions expressed below, we are of the opinion that:

1. The Project Company is a limited partnership in good standing under the laws of the State of Delaware and has all requisite partnership power to execute and deliver, and to perform its obligations under, the Comprehensive Agreement. The execution and delivery of, and the performance of its obligations under, the Comprehensive Agreement by the Project Company have

been duly authorized by all necessary partnership action on the part of the Project Company, and the Comprehensive Agreement has been duly executed by the Project Company.

2. The execution and delivery by the Project Company of the Comprehensive Agreement do not, and its consummation of the transactions contemplated thereunder will not, result in its violation of any provision of the Certificate of Limited Partnership or LP Agreement of the Project Company.

The opinions expressed above are limited to questions arising under the federal law of the United States, the law of the State of New York, and (without taking into account any legislative history or judicial decisions or any rules, regulations, guidelines, releases or interpretations relating thereto) the Delaware Revised Uniform Limited Partnership Act (the “*Delaware RULP Act*”). We do not express any opinion as to any other Delaware law or the laws of any other jurisdiction. The opinions expressed above are limited to the matters stated in this opinion letter, and no opinion is implied or may be inferred beyond those expressly stated in this opinion letter.

The opinions expressed above are as of the date hereof only, and we express no opinion as to, and assume no responsibility for, the effect of any fact or circumstance occurring, or of which we learn, subsequent to the date of this opinion letter, including, without limitation, legislative and other changes in the law or changes in circumstances affecting any party. We assume no responsibility to update this opinion letter for, or to advise you of, any such facts or circumstances of which we become aware, regardless of whether or not they affect the opinions expressed in this opinion letter.

This opinion letter shall be understood and interpreted in accordance with the customary practice of lawyers in New York who regularly give, and lawyers who on behalf of their clients regularly advise opinion recipients regarding, opinions in transactions of the type contemplated by the Comprehensive Agreement. No person may assign its rights or claims, if any, under this opinion letter.

This opinion letter is provided to you in connection with the transactions contemplated by the Comprehensive Agreement and may not be relied upon by you for any other purpose. This opinion letter may not be relied upon by, or furnished or disclosed to any other person for any purpose, or filed with any governmental agency without, in each instance, our prior written consent; provided, however, that copies of this opinion letter may be furnished to, but may not be relied upon by, any person to whom disclosure is required to be made by law or court order. Our consent to any disclosure to a person referred to in the proviso to the immediately preceding sentence is given on the basis that (i) such disclosure is made solely to enable such person to be informed that an opinion has been given and to be made aware of its terms but not for the purpose of reliance by them on this opinion letter, (ii) we do not assume any duty or liability to such person and (iii) such person shall not further disclose this opinion letter except as permitted by such proviso.

Very truly yours,

A handwritten signature in black ink that reads "White & Case LLP". The signature is written in a cursive, professional style. The text is contained within a thin black rectangular border.

MH/EB/YW

List of Documents

- (a) Comprehensive Agreement
- (b) Certificate of the Delaware Secretary of State dated February 14, 2023 certifying the good standing of the Project Company under the laws of the State of Delaware
- (c) Certificate of Limited Partnership of the Project Company, certified by the Secretary of State of the State of Delaware on January 23, 2023 (“*Certificate of Limited Partnership*”)
- (d) Written Consent of the General Partner of the Project Company adopted on February 14, 2023, certified by the President of the Project Company
- (e) Agreement of Limited Partnership of the Project Company dated January 24, 2023 (the “*LP Agreement*”), certified by the President of the Project Company
- (f) Certificate dated the date hereof of the President of the Project Company, certifying as to the name, title and incumbency of officers of the Project Company signing the Comprehensive Agreement

Additional Assumptions

Our opinions are made in reliance on the following assumptions (as to which we made no independent investigation) in addition to any assumptions made elsewhere in this opinion letter:

- (a) Each Transaction Document constitutes, and constituted at all relevant times, the valid, binding and enforceable obligation of all of the parties thereto under all applicable laws.
- (b) The Project Company has not been dissolved.
- (c) There are no agreements or other arrangements (whether written, oral, by course of conduct or dealing, or otherwise) that modify, supersede, novate or otherwise alter any of the terms of the Transaction Documents.
- (d) (i) the construction and interpretation of the terms of the LP Agreement under Delaware law is the same as it would be under New York law (although we note that such construction and interpretation under Delaware law may in fact differ from that under New York law) and (ii) the LP Agreement in the form reviewed by us is the sole document constituting a “partnership agreement” (as such term is defined in the Delaware RULP Act) as in effect on the date hereof and on the date on which there occurred any action or transaction by the Project Company relevant to this opinion letter and as to which the LP Agreement is applicable.
- (e) Each person executing the Comprehensive Agreement on behalf of the Project Company as a general partner thereof was such on the date the Comprehensive Agreement was executed and delivered by such person.

Additional Qualifications

Our opinions are subject to the following qualifications in addition to any qualifications set forth elsewhere in this opinion letter:

(a) Our opinion with respect to the good standing of the Project Company set forth in paragraph 1 of this opinion letter is based solely upon our review of the certificate of good standing of recent date received from the Secretary of State of the State of Delaware listed in Annex I and speaks only as of the date of such certificate. We note that applicable law requires that a limited partnership have at least one general partner and one limited partner, and we assume that this requirement is met with respect to the Project Company on the date of this opinion letter and was met on the date that the Comprehensive Agreement was executed and delivered by the Project Company.

(b) We are not admitted to practice law in the State of Delaware. Thus, our opinions with respect to the Delaware RULP Act are based solely on our review of the text thereof as set forth in Chapter 17 of Subtitle II of Title 6 of the Delaware Code including all acts effective as of November 7, 2022 (as made available by the State of Delaware at <https://delcode.delaware.gov/title6/title6.pdf>), which we assume accurately sets forth the provisions thereof as in effect on the date hereof, and not on any legislative history or judicial decisions or any rules, regulations, guidelines, releases or interpretations relating thereto. As a result this firm has not conducted the same degree of review that lawyers who regularly render opinions on Delaware law would conduct, and accordingly the opinions in this opinion letter related to Delaware law are not the equivalent of an opinion of Delaware counsel.