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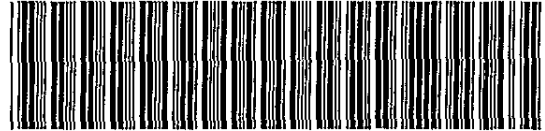
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TALLAHASSEE, FLORIDA

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## TRANSMITTAL LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Engineering & Water Resources, Inc.  
(Name of Corporation)

**DOCUMENT NUMBER:** \_\_\_\_\_

The enclosed Officer/Director Resignation for a Corporation and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Richard H. Levenstein, Esq.

(Name of Person)

Kramer, Sewell, Sopko and Levenstein, P.A.

(Name of Firm/Company)

853 SE Monterey Commons Blvd.

(Address)

Stuart, Florida 34996

(City/State and Zip Code)

For further information concerning this matter, please call:

Richard H. Levenstein

(Name of Person)

at ( 772 ) 288-0048

(Area Code & Daytime Telephone Number)

Enclosed is a check for \$35.00 made payable to the Florida Department of State.

**Mailing Address:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**  
Amendment Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, FL 32399

JEFFREY O. NORRIS  
1889 NE 23<sup>RD</sup> TERRACE  
Jensen Beach, Florida 34957

June 13, 2003

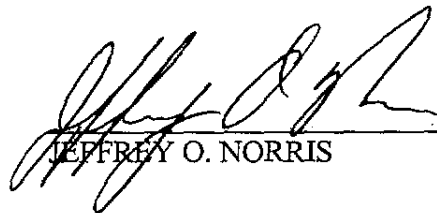
Engineering & Water Resources, Inc.  
851 Johnson Avenue  
Suite 214  
Stuart, Florida 34994  
Attention: Brian McMahan, President

Re: Resignation of Director and Officer of  
Engineering & Water Resources, Inc.

Dear Mr. McMahan;

Please be advised that I resign as Director and Officer of Engineering & Water Resources, Inc. effective immediately.

Very truly yours,



JEFFREY O. NORRIS

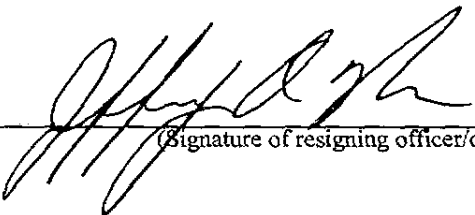
**OFFICER / DIRECTOR RESIGNATION  
FOR A CORPORATION**

I, Jeffrey Norris, hereby resign as Vice President  
(Title)

of Engineering & Water Resources, Inc.  
(Name of Corporation)

\_\_\_\_\_, a corporation organized under the laws of the State of  
(Document Number, if known)

Florida

  
(Signature of resigning officer/director)

**FILED**  
03 DEC 22 PM 3:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**FILING FEE IS \$35.00**

**Make checks payable to Florida Department of State and mail to:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT, made and entered into on the 13<sup>th</sup> day of June, 2003, by and between **JEFFREY O. NORRIS**, (hereinafter "Indemnitee"), and **ENGINEERING & WATER RESOURCES, INC., BRIAN McMAHON, and RANDALL A. McCAFFERTY** (hereinafter "Indemnitors")

### WITNESSETH:

WHEREAS, the Indemnitee was an officer, director and a shareholder of the Corporate Indemnitor;

WHEREAS, according to the Bylaws of Engineering & Water Resources, Inc., dated August 1, 2000, the corporation shall indemnify and hold harmless an officer or director of the corporation, which shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors, and administrators of such a person;

WHEREAS, the Indemnitee submitted his resignation as Officer and Director of the Indemnitor dated June 13, 2003;

WHEREAS, pursuant to the Stock Redemption Agreement dated June 13, 2003, Indemnitee is no longer a stockholder of the Corporate Indemnitor;

WHEREAS, the Corporate Indemnitor has paid the Indemnitee cash in the amount of Twenty Thousand Two Hundred Ninety-Two Dollars and Fifty Cents (\$20,292.50) and executed a Promissory Note for the Indemnitee, in the amount of Sixty Thousand Eight Hundred Seventy-Seven Dollars and Fifty Cents (\$60,877.50); and

NOW THEREFORE, in consideration of the mutual agreements made to one and other herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitations are true and correct.
2. The Indemnitee is no longer an Officer or Director of the Corporate Indemnitor.
3. The Indemnitee is no longer a Stockholder of the Corporate Indemnitor.
4. The Indemnitors hereby agree to indemnify, defend and save the Indemnitee harmless from and against any and all liabilities, lawsuits, damages, costs or expenses, including, but not limited to, court costs, attorneys fees (and paraprofessional charges) and appellate costs that Indemnitee may suffer as a result of any and all claims, actions, proceedings, and/or arbitration proceedings brought against the Indemnitee by any third parties having business dealings with **ENGINEERING & WATER RESOURCES, INC.**, to the extent that the same arises from Indemnitee's involvement as an Employee, Director, Officer or Stockholder of the Corporate Indemnitor.
5. This Indemnification Agreement shall be binding upon the Indemnitors, and its successors and assigns, and shall inure to the benefit of the Indemnitee, its successors and assigns.

IN WITNESS WHEREOF, the Indemnitors have executed this Agreement on the day and year first above written.

ENGINEERING & WATER RESOURCES, INC.,  
a Florida corporation

By: Brian R. Mahon  
BRIAN McMAHON, President

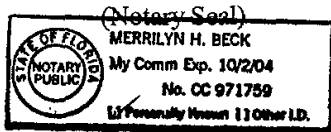
B. R. Mahon  
BRIAN McMAHON, Individually

Randall A. McCafferty  
RANDALL A. McCAFFERTY, Individually

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2003, by BRIAN McMAHON, as President of ENGINEERING & WATER RESOURCES, INC., a Florida corporation, on behalf of the corporation. BRIAN McMAHON is personally known to me or has produced \_\_\_\_\_ as identification and ( ) did (☒) did not take an oath.



Merrilyn H. Beck  
NOTARY PUBLIC

Merrilyn H. Beck  
Print Name

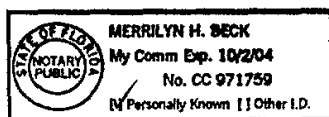
My Commission Expires: October 2, 2004

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2003, by BRIAN McMAHON. BRIAN McMAHON is personally known to me or has produced \_\_\_\_\_ as identification and ( ) did (☒) did not take an oath.

(Notary Seal)



Merrilyn H. Beck  
NOTARY PUBLIC

Merrilyn H. Beck  
Print Name

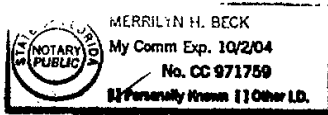
My Commission Expires: October 2, 2004

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2003,  
by RANDALL A. McCAFFERTY. RANDALL A. McCAFFERTY is personally known to me or  
has produced \_\_\_\_\_ as identification and ( ) did (☒) did not take an oath.

(Notary Seal)



Merrilyn H. Beck  
NOTARY PUBLIC

Merrilyn H. Beck  
Print Name

My Commission Expires: October 2, 2004

GENERAL RELEASE

**KNOW ALL THESE MEN BY THESE PRESENTS:**

That **JEFFREY O. NORRIS**, first party, for and in consideration of the sum of Eighty-One Thousand One Hundred Seventy Dollars (\$81,170.00), received from or on behalf of **ENGINEERING & WATER RESOURCES, INC.**, second party, a cash amount of Twenty Thousand Two Hundred Ninety-Two Dollars and Fifty Cents (\$20,292.50) and a Promissory Note in the amount of Sixty Thousand Eight Hundred Seventy-Seven Dollars and Fifty Cents (\$60,877.50), the receipt whereof is hereby acknowledged:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the contest so admits or requires.)

**HEREBY** remise, release, acquit, satisfy, and forever discharge the said second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

Specifically including, but not limited to, any and all claims arising in, our of, or from the circumstances relating to the business operations of **ENGINEERING & WATER RESOURCES, INC.**, now or in the future, except for the Promissory Note mentioned above and the Indemnity Agreement executed by the parties on this \_\_\_ day of \_\_\_, 2003.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of DECEMBER, 2003.

Maria Winn

Maria Winn  
(Type Name of Witness)

Bea

Nadine Garrow  
(Type Name of Witness)

Jeffrey O. Norris  
JEFFREY O. NORRIS

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on the 15th day of December, 2003 by Jeffrey O. Norris, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.



Cecilia Olarte  
Notary Public  
Cecilia Olarte  
Print Name  
My Commission Expires: