

P94000093683

ABRAMS, ANTON, ROBBINS, RESNICK & SCHNEIDER, P.A.

MAYNARD ABRAMS
1916-1992

PAUL B. ANTON
1927-1981

MILTON S. BLAUT *
ALAN B. COHN *
MAURICE M. GARCIA
GENE K. GLASSER *
WILLIAM S. KRAMER O
SCOTT A. ORTH
JENNIFER E. PRICE
LEONARD ROBBINS
KENNETH A. RUBIN
REUBEN M. SCHNEIDER O X
PETER R. SIEGEL
JACK F. WEINS
DAVID WEISMAN O

EDWARD S. RESNICK (RET.)

OF COUNSEL
STANLEY D. GOTTSEGEN †

* BOARD CERTIFIED TAX LAWYER
BOARD CERTIFIED ESTATE PLANNING
AND PROBATE LAWYER

O BOARD CERTIFIED REAL ESTATE LAWYER

‡ MEMBER OF D.C. BAR
* MEMBER OF N.Y. BAR
† MEMBER OF OHIO BAR

2021 TYLER STREET
POST OFFICE BOX 229010
HOLLYWOOD, FLORIDA 33022-9000

ONE BOCA PLACE * SUITE 411-E
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431-7383

TELEPHONES
HOLLYWOOD (954) 921-5500
FAX (954) 925-7013
BOCA RATON & DELRAY
(561) 994-2212
(561) 994-2772
FAX (561) 997-8494
NORTH BROWARD (954) 428-9800
MIAMI (305) 940-8440
PALM BEACHES (561) 833-4710

PLEASE REPLY TO:

FILE NO.
Hollywood

TCMI-0001

April 15, 1997

Refund \$17.50 overpayment.

CERTIFIED MAIL #P 965 826 654
RETURN RECEIPT REQUESTED
Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

300002149603--8
-04/21/97--01153--003
*****87.50 *****87.50

RE: The Clean Machine, Inc.
RJM Car Wash, Inc.

200002179072--8
-05/14/97--01123--005
*****52.50 *****52.50

Dear Sir or Madam:

Enclosed for filing please find one original and one copy of Articles of Merger for above referenced corporations. Also enclosed is our firm check in the amount of \$87.50 to cover the required filing and certified copy fees. Please complete the necessary filing and return the certified copy to the undersigned.

Thank you for your prompt attention to this matter. Please call me if you have any questions.

Very truly yours,

Judy Hoodiman,
Corporate Assistant

jah\235620
Enclosure
c: Mr. Ron Miller

SH 5/13

FILED
97 MAY 12 PM 1:02
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

April 29, 1997

Judy Hoodiman
Abrams, Anton et al
P.O. Box 229010
Hollywood, FL 33022-9010

SUBJECT: THE CLEAN MACHINE, INC.
Ref. Number: P94000093683

We have received your document for THE CLEAN MACHINE, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger is \$35 per party to the merger. Please add an additional \$52.50 for each certified copy requested.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6908.

Steven Harris
Corporate Specialist

Letter Number: 497A00022118

ARTICLES OF MERGER
Merger Sheet

MERGING:

RJM CAR WASH, INC., a Florida corporation, M41277

INTO

THE CLEAN MACHINE, INC., a Florida corporation, P94000093683

File date: May 12, 1997

Corporate Specialist: Steven Harris

ARTICLES OF MERGER
STATE OF FLORIDA

FILED
97 MAY 12 PM 1:02
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act, **The Clean Machine, Inc.**, a Florida corporation ("Number 1 Florida Corporation"), and **RJM Car Wash, Inc.**, a Florida corporation ("Number 2 Florida Corporation"), adopt there Articles of Merger for the purpose of merging the Number 2 Florida corporation into the Number 1 Florida Corporation, with the former to survive the merger:

ARTICLE I

That certain Plan and Agreement of Merger dated effective April 14, 1997, by and between the Number 1 Florida Corporation and the Number 2 Florida Corporation, attached hereto and made a part hereof, was duly approved by the Board of Directors and Shareholders of both corporations pursuant to Section 607.1101 of the Florida Business Corporation Action by an affirmative vote of (i) a sufficient number of Directors and (ii) by Shareholder's holding not less than the minimum number of shares of common stock, necessary to approve same with adoption April 14, 1997 (the Shareholders and Directors of both corporations voted unanimously to approve the foregoing).

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 14th day of April, 1997.

WITNESSES:

The Clean Machine, Inc.

By: 

Ronald J. Miller

(Print Name)

Its: President

By: 

Arleen Miller

(Print Name)

Its: Secretary

(Signatures continued on next page)

(Signatures continued from Articles of Merger for The Clean Machine, Inc. and RJM Car Wash, Inc.)

RJM Car Wash, Inc.

By: 

Ronald J. Miller
(Print Name)

Its: President

By: 

Ronald J. Miller
(Print Name)

Its: Secretary

PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT is made effective as of the 14th day of April, 1997, by and between The Clean Machine, Inc., a Florida corporation ("Number 1 Florida Corporation") and RJM Car Wash, Inc., a Florida corporation ("Number 2 Florida Corporation").

R E C I T A L S:

1. The Number 1 Florida Corporation and the Number 2 Florida Corporation are corporations duly organized, validly existing and in good standing under the laws of the State of Florida;
2. The Boards of Directors and Shareholders of each deem it desirable and in the respective best interests of their corporations and shareholders that the Number 2 Florida Corporation be merged with and into the Number 1 Florida Corporation with the Number 1 Florida Corporation remaining as the surviving corporation;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties agree as follows:

1. Merger. The Number 2 Florida Corporation shall be merged with and into the Number 1 Florida Corporation and the Number 1 Florida Corporation shall continue as the surviving corporation. The Number 1 Florida Corporation shall become the owner, without other transfer, of all the assets, rights, titles, interests and properties of the Number 2 Florida Corporation and shall become subject to all the debts and liabilities of the Number 2 Florida Corporation in the same manner as if it had acquired and incurred them, respectively.
2. Principal Office. The principal office of the Number 1 Florida Corporation, as the surviving corporation, will be 321 So. Federal Highway, Dania, FL 33004, and shall remain so upon the merger.
3. Objects and Purposes. The nature of the current and intended business of the surviving corporation shall be any and all business as permitted under Florida law.
4. Articles of Incorporation. The purposes and number of Directors of the surviving corporation shall be as appears in the Articles of Incorporation (as amended, if applicable) of the Number 1 Florida Corporation on file with the office of the Department of State of the State of Florida on the date of this Agreement and the registered agent and office shall be as appears on file with said Department of State. The terms and provisions of the Articles of Incorporation of the Number 1 Florida Corporation are hereby incorporated into this Agreement. From and after the effective

date of the merger hereunder, and until further amended, altered or restated as provided by law, such Articles of Incorporation, as amended, separate and apart from this Agreement, shall be, and may be separately certified as, the Articles of Incorporation of the surviving corporation.

5. By-Laws. The present By-Laws of the Number 1 Florida Corporation shall remain as the By-Laws of the surviving corporation following the merger and shall not be altered, amended, nor repealed by reason of such merger.

6. Names and Addresses of Directors. The names and addresses of the persons who shall constitute the Board of Directors, of the surviving corporation upon the effective date of the merger shall be as currently set forth in the corporate minutes book of the Number 1 Florida Corporation.

7. Conversion of Shares. The Shareholders of the Number 1 Florida Corporation shall continue to be the Shareholders of the surviving corporation. The shares of stock in the Number 2 Florida Corporation shall cease to exist.

8. Effective Date and Representations. A. The effective date of the merger under this Agreement shall be April 14, 1997.

9. Abandonment of Merger. Notwithstanding anything to the contrary, prior to the effective date, the Board of Directors of the constituent corporations may rescind this Agreement (and thereby abandon the merger) by mutual consent, and thereupon this Agreement shall be void and of no effect.

10. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective Boards of Directors of the constituent corporations any time prior to the effective date of the merger contemplated herein.

11. Waiver. No waiver is valid unless in writing and signed by the waiving party, and no waiver shall be construed as a waiver of any other or subsequent breach.

12. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida and the sole venue for any action or proceeding shall be any court having competent jurisdiction in Broward County, Florida.

13. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other party hereto and this Agreement and all the provisions herein shall be binding upon and for the benefit of the parties hereto and their respective permitted successors, assigns and/or delegates.

14. Integration and Captions This Agreement includes the entire understanding of the parties with respect to the subject matter hereof. This Agreement is an integration of any and all prior agreements and representations with respect to the subject hereof. The captions herein are for convenience and shall not control the interpretation of this Agreement.

15. Legal Representation. Each party has been represented by independent legal counsel in connection with this Agreement or each has had the opportunity to obtain independent legal counsel but has waived the right (the law firm identified under Section 16 shall be deemed to represent the Number 1 Florida Corporation, not the Number 2 Florida Corporation, as to this and all other related documents).

16. Notices. Any notice, demand, request or other communication required or permitted hereunder shall be deemed given when in writing and delivered in person or by certified and registered mail, postage-paid, first class,

if to the Number 1
Florida Corporation:

The Clean Machine, Inc.
Attn: President
320 So. Federal Highway
Dania, FL 33004

if to the Number 2
Florida Corporation:

RJM Car Wash, Inc.
Attn: President
320 So. Federal Highway
Dania, FL 33004

and

a copy in all cases to:

Abrams, Anton, Robbins,
Resnick & Schneider, P.A.
Attn: Gene K. Glasser, Esq.
2021 Tyler Street
Hollywood, FL 33022

17. Hand-Written Provisions and Exhibits. Any and all hand-written provisions hereon or contained in any Exhibit attached hereto and any Exhibits hereto, if signed or initialed by the parties hereto, shall be deemed incorporated herein by reference and shall control to the extent of any conflict with the typewritten provisions herein.

18. Authorization, Conflicts, and Execution. Each party represents to the other that this Agreement is a binding obligation of the party and shall not conflict with any other agreement between such party and any other person.

19. Severability. If any provision of this Agreement is deemed by any court of competent jurisdiction unenforceable, the remainder of this Agreement, or the application of such provision in any other circumstance, shall not be effected thereby.

20. Ambiguities. The normal rule of construction to the effect that ambiguities in an agreement are construed against the drafting party shall not apply to this Agreement.

21. Cooperation. Each party shall provide such reasonable cooperation and execute such reasonable documents as shall be reasonably requested by the other party hereto to perform this Agreement.


22. Gender. Wherever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender; all singular words shall include the plural and all plurals shall include the singular.


23. Counterparts. This Agreement 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 have executed this Agreement as of the date first written above.


WITNESSES:

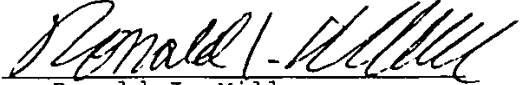
The Clean Machine, Inc. Inc.
(Number 1 Florida Corporation)

By: 
Ronald J. Miller
Its: President

By: 
Arleen Miller
Its: Secretary

RJM Car Wash, Inc.
(Number 2 Florida Corporation)

By: 
Ronald J. Miller
Its: President

By: 
Ronald J. Miller
Its: Secretary

\212874

JOINT UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF
THE CLEAN MACHINE, INC. AND RJM CAR WASH, INC.

THE UNDERSIGNED, being all the Directors on the Board of Directors of THE CLEAN MACHINE, INC., a Florida corporation ("Number 1 Florida Corporation"), and RJM CAR WASH, INC., a Florida corporation ("Number 2 Florida Corporation"), and shareholders of both such corporations holding not less than the minimum number of shares required to be voted in order to give effect to this Joint Written Consent, hereby adopt the following resolutions by this Joint Written Consent in Lieu of Special Meetings of the Board of Directors and Shareholders of both corporations:

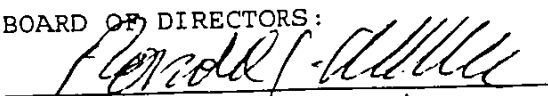
1. The Plan and Agreement of Merger and Articles of Merger, in the forms attached hereto as Exhibit A, as to the corporations are hereby adopted and approved.

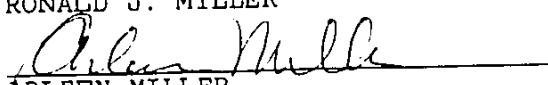
2. The respective appropriate officers of both the Number 1 Florida Corporation and the Number 2 Florida Corporation are hereby authorized, empowered and directed to execute the Plan and Agreement of Merger and the Articles of Merger on behalf of both corporations and file same, as required, with the State of Florida, as well as negotiate, prepare and execute any and all related agreements, documents and instruments including, without limitation, an amendment to said Plan and Agreement of Merger, all as may be deemed in the best interest (of their respective corporations) by such officers.

This Joint Written Consent may be executed in counterparts and shall be effective as of the 14th day of April, 1997.

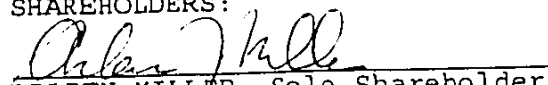
THE CLEAN MACHINE, INC.

BOARD OF DIRECTORS:


RONALD J. MILLER


ARLEEN MILLER

SHAREHOLDERS:

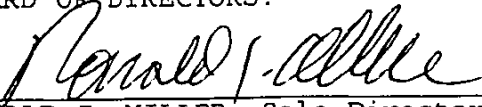

ARLEEN MILLER, Sole Shareholder

(Signatures continued on next page)

(Signatures continued from Joint Unanimous Written Consent
of the Board of Directors and Shareholders of THE CLEAN MACHINE,
INC. and RJM CAR WASH, INC.)

RJM CAR WASH, INC.

BOARD OF DIRECTORS:


RONALD J. MILLER, Sole Director

SHAREHOLDERS:

Ronald J. Miller and Arleen Miller,
as tenants by the entirety

By: 
RONALD J. MILLER

By: 
ARLEEN MILLER