



**THE UNITED STATES
CORPORATION
COMPANY**

P97000013956

ACCOUNT NO. : 072100000032

REFERENCE : 815578 7138875

AUTHORIZATION :

Patricia Pizut

COST LIMIT : \$ 70.00

ORDER DATE : May 12, 1998

ORDER TIME : 11:16 AM

ORDER NO. : 815578-005

CUSTOMER NO: 7138875

200002520592--1

CUSTOMER:

Mega Holding Corp.
278a New Dorp Lane

Staten Island, NY 10306

ARTICLES OF MERGER

SOUTHEAST TIRE RECYCLING, INC.

INTO

CLEARWORKS TECHNOLOGIES, INC.

Name Availability	5/12/98
Document Examiner	<i>[Signature]</i>
Updater	<i>[Signature]</i>

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX ☒ CERTIFIED COPY
XX ☒ PLAIN STAMPED COPY
W.P. Verifier

CONTACT PERSON: Christopher Smith

EXAMINER'S INITIALS:

FILED
98 MAY 12 PM 4:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
98 MAY 12 PM 12:05
DIVISION OF CORPORATION

*02250, 00301, 00672

ARTICLES OF MERGER
Merger Sheet

MERGING:

SOUTHEAST TIRE RECYCLING, INC., a Florida corporation P97000013956
,

INTO

CLEARWORKS TECHNOLOGIES, INC., a Delaware corporation not qualified
in Florida.

File date: May 12, 1998

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 70.00



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

May 13, 1998

CSC
1201 Hays Street
Tallahassee, FL 32301

SUBJECT: SOUTHEAST TIRE RECYCLING, INC.
Ref. Number: P97000013956

RESUBMIT

Please give original
submission date as file date.

We have received your document for SOUTHEAST TIRE RECYCLING, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Hogan
Corporate Specialist

Letter Number: 998A00026540

Annette -
NEED THIS ONE ASAP.

RECEIVED
93 MAY 15 AM 10:29
DIVISION OF CORPORATIONS

ARTICLES OF MERGER

(Under Florida Business Corporation Act, Section 604.105)

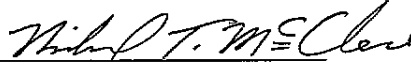
98 MAY 12 PM 4:15
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Southeast Tire Recycling, Inc., a Florida corporation, hereby sets forth the following information relative to the proposed merger of Southeast Tire Recycling, Inc. into Clearworks Technologies, Inc., a Delaware corporation, the surviving corporation.

- (a) The Plan and Agreement of Merger is appended hereto.
- (b) The effective date of the merger shall be the date on which the Articles of Merger are filed.
- (c) Shareholder approval:
 - (i) Southeast Tire Recycling, Inc. - 7,774,000 shares of common stock were entitled to vote on the plan; the vote taken without a meeting was 6,250,000 shares to none to approve the plan, said vote being sufficient to approve the plan. The date of adoption was May 11, 1998.
 - (ii) Clearworks Technologies, Inc. - Having no shareholders, the plan was approved by its sole director, said vote being sufficient to approve the plan. The date of adoption was May 11, 1998.

IN WITNESS WHEREOF, Southeast Tire Recycling, Inc. has caused this certificate to be signed by Michael T. McClere, its authorized officer, on the 11th day of May, 1998.

SOUTHEAST TIRE RECYCLING, INC.



Michael T. McClere
President

PLAN AND AGREEMENT OF MERGER AND REORGANIZATION

PLAN AND AGREEMENT OF MERGER (this "Agreement of Merger") made the th 11 day of May, 1998, between Clearworks Technologies, Inc., a Delaware corporation (hereinafter called the "Clearworks"), and Southeast Tire Recycling, Inc., a Florida corporation (hereinafter called the "Southeast") (the parties to this Agreement of Merger are hereinafter referred to as the "Parties").

WHEREAS Southeast has authorized capital consisting of 100,000,000 shares of common stock, par value \$.0001 per share, of which 7,774,000 shares have been duly issued and are now outstanding; and

WHEREAS Clearworks has an authorized capital stock consisting of 55,000,000 shares of stock, consisting of 50,000,000 shares of common stock, par value \$.001 per share, and 5,000,000 shares of preferred stock, par value \$.001 per share, no common or preferred shares having been duly issued and outstanding; and

WHEREAS Southeast desires to reincorporate in Delaware; and

WHEREAS the Boards of Directors of Southeast and the sole director of Clearworks, respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties that Southeast reincorporate in Delaware by merging with Clearworks under and pursuant to the provisions of the General Corporation Law of Delaware and the Florida Business Corporation Act.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the Parties as follows:

1. **MERGER.**

Southeast shall be and it hereby is merged into Clearworks.

2. **EFFECTIVE DATE.**

This Agreement of Merger shall become effective upon compliance with the laws of the States of Delaware and Florida, the time of such effectiveness being hereinafter called (the "Effective Date").

3. **SURVIVING CORPORATION.**

Clearworks shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Delaware, but the separate corporate existence of Southeast shall cease forthwith upon the Effective Date.

4. **AUTHORIZED CAPITAL.**

The authorized capital of Clearworks following the Effective Date shall continue to be 55,000,000 shares of stock, consisting of 50,000,000 shares of common stock, par value

\$.001 per share, and 5,000,000 shares of preferred stock, unless and until the same shall be changed in accordance with the laws of the State of Delaware.

5. **CERTIFICATE OF INCORPORATION.**

The Certificate of Incorporation, as amended, of Clearworks as it exists on the Effective Date shall be the Certificate of Incorporation of Clearworks following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Certificate of Incorporation or herein upon any shareholder or director or officer of Clearworks or upon any other person whomsoever are subject to this reserve power.

6. **BYLAWS.**

The Bylaws of Clearworks as they exist on the Effective Date shall be the Bylaws of Clearworks following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7. **BOARD OF DIRECTORS AND OFFICERS.**

The members of the Board of Directors and the officers of Clearworks immediately after the Effective Date shall be those persons who were the members of the Board of Directors and the officers, respectively, of Southeast immediately prior to the Effective Date, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws. or until their respective successors are elected and qualified.

8. **CONVERSION OF OUTSTANDING STOCK.**

Forthwith upon the Effective Date, each of the issued and outstanding shares of common stock of Southeast and all rights in respect thereof shall be converted into one fully paid and nonassessable share of common stock of Clearworks, and each certificate nominally representing shares of common stock of Southeast shall for all purposes be deemed to evidence the ownership of a like number of shares of common stock of Clearworks. The holders of such certificates shall not be required immediately to surrender the same in exchange for certificates of common stock of Southeast but, as certificates nominally representing shares of common stock of Southeast are surrendered for transfer, Clearworks will cause to be issued certificates representing shares of common stock of Clearworks and, at any time upon surrender by any holder of certificates nominally representing shares of common stock of Southeast, Clearworks will cause to be issued therefor certificates for a like number of shares of common stock of Clearworks.

9. **FURTHER ASSURANCE OF TITLE.**

If at any time Clearworks shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to Clearworks any right, title, or interest of Southeast held immediately prior to the Effective Date, Southeast and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in

Clearworks as shall be necessary to carry out the purposes of this Agreement of Merger, and Clearworks and the proper officers and directors thereof are fully authorized to take any and all such action in the name of Southeast or otherwise.

10. RIGHTS AND LIABILITIES OF DELAWARE COMPANY.

At and after the Effective Date, Clearworks shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal and mixed of each of the Parties; all debts due to Southeast of whatever account shall be vested in Clearworks; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Parties shall be as effectively the property of Clearworks as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in the Southeast shall not revert or be in any way impaired by reason of the merger, but shall be vested in Clearworks; all rights of creditors and all liens upon any property of either of the Parties shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities, and duties of the respective Parties shall thenceforth attach to Clearworks, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and Clearworks shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

11. STOCK OPTIONS.

Forthwith upon the Effective Date, each outstanding option, if any, to purchase shares of the common stock of Southeast granted under any stock option plan and each common stock purchase warrant shall be converted into and become an option or warrant, as the case may be, to purchase the same number of shares of common stock of Clearworks, upon the same terms and subject to the same conditions as set forth in such Plan and option agreements issued any such plan and any warrants. The same number of shares of common stock of Clearworks shall be reserved for issuance upon the exercise of stock options as were so reserved for issuance by Southeast immediately prior to the Effective Date.

12. BOOK ENTRIES.

The merger contemplated hereby shall be treated as a pooling of interest and as of the Effective Date entries shall be made upon the books of Clearworks in accordance with the following:

- (a) The assets and liabilities of Clearworks shall be recorded at the amounts at which they are carried on the books of Southeast immediately prior to the Effective Date with appropriate adjustment to reflect the retirement of the shares of Common Stock of Southeast presently issued and outstanding.
- (b) There shall be credited to Capital Account the aggregate amount of the par value per share of all of the common stock of Clearworks resulting from the conversion of the outstanding Common Shares of the Southeast.

- (c) There shall be credited to Capital Surplus Account of Clearworks an amount equal to that carried on the Capital Surplus Account of the Southeast immediately prior to the Effective Date.
- (d) There shall be credited to Earned Surplus (Deficit) Account of Clearworks an amount equal to that carried on the Earned Surplus (Deficit) Account of Southeast immediately prior to the Effective Date.

13. **SERVICE OF PROCESS ON CLEARWORKS.**

Clearworks agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Southeast as well as for the enforcement of any obligation of Clearworks arising from the merger.

14. **TERMINATION.**

This Agreement of Merger may be terminated and abandoned by action of the Board of Directors of Southeast at any time prior to the Effective Date, whether before or after approval by the shareholders of the Parties .

15. **PLAN OF REORGANIZATION.**

This Agreement of Merger constitutes a Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions herein set forth.

IN WITNESS WHEREOF each of the Parties, pursuant to authority duly granted by the Board of Directors at a duly constituted meeting at which a quorum was present, has caused this Agreement of Merger to be executed by a duly empowered officer and its corporate seal to be hereunto affixed.

SOUTHEAST TIRE RECYCLING, INC.

By: Michael T. McClere
Michael McClere, President

CLEARWORKS TECHNOLOGIES, INC.

By: Michael T. McClere
Michael McClere, Sole Director