SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D/A
UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 4)

DRYCLEAN USA, Inc.
(Name of Issuer)

Common Stock, par value $0.025
(Title of Class of Securities)

262432-10-7
(CUSIP Number)

Lloyd Frank, Esq.
Troutman Sanders LLP
405 Lexington Avenue
New York, New York 10174
212-704-6000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 6, 2005
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.ss.240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [ ]

CUSIP No. 13D Page of Pages

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Michael S. Steiner

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) [X]

(b) [ ]

3. SEC Use Only

4. Source of Funds:

PF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]

6. Citizenship or Place of Organization

United States

7. Sole Voting Power 100

Number of Shares Beneficially Owned By Each Reporting Person With

8. Shared Voting Power 4,520,954(1)

9. Sole Dispositive Power 2,059,597

10. Shared Dispositive Power 0

11. Aggregate Amount Beneficially Owned by Each Reporting Person

4,521,054

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]

13. Percent of Class Represented by Amount in Row (11) Excludes Certain Shares (See Instructions) [X]

64.4%

14. Type of Reporting Person (See Instructions)

IN

(1) Includes 2,019,097 of the shares owned by the Reporting Person and 2,501,857 of the shares owned by others that are subject to a Stockholders Agreement with the Reporting Person concerning, among other things, voting for the election of directors, as a result of which the Reporting Person may be deemed to be the beneficial owner of such shares with shared voting power.

This Amendment No. 4 ("Amendment No. 4") amends in their entirety Items 5, 6 and 7 contained in the Schedule 13D filed on November 9, 1998 (the "Original Statement"), as amended by Amendment No. 1 filed on January 20, 2000, Amendment No. 2 filed on July 27, 2004 and Amendment No. 3 filed on December 29, 2004, by Michael S. Steiner (the "Reporting Person") with respect to the Reporting Person's beneficial ownership of Common Stock, $.025 par value (the "Common Stock"), of DRYCLEAN USA, Inc. (the "Issuer" or the "Company"). The Original Statement, as amended by Amendments Nos. 1, 2, and 3 and this Amendment No. 4, is referred to collectively as the "Statement."

Item 5 Interest in Securities of the Issuer

The following information is as at December 7, 2005:

(a) (i) Amount Beneficially Owned: 4,521,054. Includes, in addition to 100 shares of the Issuer's outstanding Common Stock owned by the Reporting Person which are not subject to the Stockholders Agreement discussed in Item 6 of this Statement, the following shares that are subject to the Stockholders Agreement: (a) 2,019,097 (28.7%) of the Issuer's outstanding shares of Common Stock owned by the Reporting Person, (b) 2,019,097 (28.7 %) of the Issuer's outstanding shares of Common Stock owned by William K. Steiner, the Reporting Person's father who does not reside in the Reporting Person's household, and (c) 482,760 (6.9%) of the Issuer's outstanding shares of Common Stock owned by Cindy B. Greenstein who has agreed to vote in the election of directors for designees of the Reporting Person and William K. Steiner. As a result of the Stockholders Agreement, the Reporting Person and William K. Steiner are deemed to be a "group," within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934 (the "Exchange Act"), and, therefore, the Reporting Person may be deemed to be the beneficial owner within the meaning of Rule 13d-3 of the Exchange Act, of all of the 4,520,954 Shares subject to the Stockholders Agreement, which represent 64.4% of the Issuer's 7,024,450 shares of Common Stock outstanding as

of December 7, 2005.

(ii) Percent of Class: 64.4% based on 7,024,450 shares of the Issuer's Common Stock outstanding on December 7, 2005.

(b) Number of shares to which such person has:

(i) sole power to vote or to direct the vote - 100

(ii) shared power to vote or to direct the vote - 4,520,954 (1)

(iii) sole power to dispose or to direct the disposition of - 2,019,097

(iv) shared power to dispose or to direct the disposition of - 0

(1) Includes 2,019,097 of the shares owned by the Reporting Person and 2,501,857 of the shares owned by others that are subject to a Stockholders Agreement with the Reporting Person concerning, among other things, voting for the election of directors, as a result of which the Reporting Person may be deemed to be the beneficial owner of such shares with shared voting power.

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(c) The following is a schedule of the transactions by the Reporting Person in the Issuer's Common Stock during the 60 days immediately preceding the filing of this Amendment:

Date of Transaction	Number of Shares Acquired	Disposed of	Price	Nature of Transaction
12/06/05	258,260	0	$1.45	Private Transfer (Settlement of Debt) from Alan Greenstein

(d) No other person is known to have the right to receive, or the power to direct the receipt of, dividends from, or the proceeds from the sale of, the securities of the Issuer owned by the Reporting Person.

(e) Not applicable.

Item 6 Contracts, Agreements, Understandings or Relationships With Respect to Securities of the Issuer

On July 22, 2004, the Reporting Person and William K. Steiner each sold 750,000 shares of the Company's Common Stock to Alan I. Greenstein, for a purchase price of $1,087,500 ($1.45 per share) payable to each seller, consisting of $350,000 in cash and a $737,500 Promissory Note payable on July 22, 2005 secured by the shares sold. On December 28, 2004 and December 6, 2005, Mr. Greenstein transferred to each of the Reporting Person and William K. Steiner 250,000 and 258,620, respectively, of those shares, with the Promissory Note to each Reporting Person being reduced by $362,500, and $375,000, respectively, as a result of which the Promissory Note was discharged.

Contemporaneously with the original transaction, on July 22, 2004, the Reporting Person, William K. Steiner and Alan I. Greenstein entered into a Stockholders Agreement regarding the voting of shares then owned of record by them. On December 28, 2004, the parties amended such Stockholders Agreement to reflect the revised share ownership of the parties. On December 6, 2005, Mr. Greenstein transferred the remaining 482,760 shares to his wife Cindy B. Greenstein, who, as required by the Stockholders Agreement described below, became a party thereto, and Mr. Greenstein, William K. Steiner and Ms. Greenstein and the Reporting Person entered into an Amended and Restated Stockholders Agreement to reflect the revised share ownership of the parties and amend the voting provisions of the Stockholders Agreement.

The Amended and Restated Stockholders Agreement (the "Stockholders Agreement") provides that the 2,019,097 shares of the Issuer's Common Stock owned of record by each of the Reporting Person and William K. Steiner (together with any transferees to whom either of them transfers Shares, as defined below, to the extent of the Shares so transferred, collectively, the "Steiner Family

Stockholders") and the 482,760 shares of the Issuer's Common Stock owned of record by Cindy B. Greenstein (together with any transferee to whom she transfers Shares, to the extent of the Shares so transferred, collectively, the "Greenstein Stockholders") are, except to the extent otherwise agreed from time to time by each of (a) the holders of a majority of the Shares held by the Greenstein Stockholders and (b) the holders of a majority of the Shares held by the Steiner Family Stockholders, to be voted to elect as directors of the Issuer such designees as may be selected by the holders of a majority of the Shares held by the Steiner Family Stockholders. Should any designee of the Greenstein Stockholders or the Steiner Family Stockholders resign, determine not to seek re-election to the Issuer's Board of Directors (the "Board"), be removed from office, die, become incapacitated or otherwise cease to serve on the Board, and should such

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designee not be replaced by the Board with the a designee recommended to the Board by the Steiner Family Stockholders, the parties to the Stockholders Agreement are to take all such action as may be permitted under the Issuer's Certificate of Incorporation or By-laws and laws of its state of incorporation to promptly call a special or other meeting of stockholders of the Issuer and vote, or execute a written consent, to elect as the successor to such former director a person designated by the holders of a majority of the Shares held by the Steiner Family Stockholders'. The Stockholders Agreement is to terminate on the earliest to occur of (i) the date agreed to in writing by the owners of record of a majority of the Shares and (ii) the liquidation of the Issuer or the Issuer's merger with, or sale of substantially all of its assets to, or another change in control transaction with, another entity that is approved by the Board, following which transaction or series of transactions the stockholders of the Issuer immediately prior to the first of such transactions do not own more than 50% of the outstanding voting power of the resulting entity at the effective date of the last of such transactions.

Item 7 Material to be Filed as Exhibits

Exhibit 1 - Merger Agreement (1)

Exhibit 2 - Engagement Letter between the Issuer and Slusser Associates, Inc. (1)

Exhibit 3(a) Investment Letter dated January 13, 2000 from RAM Capital Management Trust to the Issuer and the Reporting Person. (2)

Exhibit 3(b) Investment Letter dated July 22, 2004 from Alan Greenstein to the Issuer and the Reporting Person. (3)

Exhibit 3(c) Investment Letter and Agreement dated December 28, 2004 between the Reporting Person and Alan I. Greenstein. (3)

Exhibit 3(d) Investment Letter and Agreement dated December 6, 2005 between the Reporting Person and Alan I. Greenstein. (3)

Exhibit 4(a) Stockholders Agreement dated as of July 22, 2004 by and among the Reporting Person, William K. Steiner and Alan I. Greenstein. (4)

Exhibit 4(b) Amendment dated December 28, 2004 by and among the Reporting Person, William K. Steiner and Alan I. Greenstein to the Stockholders Agreement dated as of July 22, 2004. (3)

Exhibit 4(c) Amended and Restated Stockholders Agreement dated as of December 6, 2005 by and among the Reporting Person, William K. Steiner, Alan I. Greenstein and Cindy B. Greenstein. (3)

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(1) Filed with the Original Statement.
(2) Filed with Amendment No. 1 to this Statement.
(3) Filed herewith.

(4) Incorporated by reference to Exhibit 99.1 to the Issuer's Current Report on Form 8-K dated (date of earliest event reported) July 22, 2004.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: December 7, 2005

/s/ Michael S. Steiner

Michael S. Steiner

EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION
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(1) Filed with the Original Statement.
(2) Filed with Amendment No. 1 to this Statement.

(3) Filed herewith.

(4) Incorporated by reference to Exhibit 99.1 to the Issuer's Current Report on Form 8-K dated (date of earliest event reported) July 22, 2004.

Exhibit 3(b)

INVESTMENT LETTER

July 22, 2004

DRYCLEAN USA, Inc.
290 N.E. 68th Street
Miami, Florida 33138

Mr. Michael S. Steiner
290 N.E. 68th Street
Miami, Florida 33138

The undersigned hereby agrees to purchase 750,000 shares of Common Stock, $.025 par value per share (the "Shares"), of DRYCLEAN USA, Inc. (the "Company") from Michael S. Steiner (the "Seller") for a purchase price of $ 1,087,500.00. Of the purchase price, the undersigned is paying to the Seller $ 350,000.00 by certified check contemporaneously herewith and is delivering to the Seller a Promissory Note in the principal amount of $ 737,500.00 payable on the first anniversary of the date hereof. The Promissory Note is secured by the Shares pursuant to a Security Agreement dated the date hereof between the undersigned and the Seller.

As an inducement to the Seller to transfer the Shares and the Company to effectuate the transfer, the undersigned hereby acknowledges, represents, warrants and agrees as follows:

(a) None of the Shares is currently being registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The undersigned understands that the purchase and sale of the Shares hereunder is intended to be exempt from registration under the Securities Act by virtue of Section 4(1) of the Securities Act based, in part, upon the representations, warranties and agreements contained in this Investment Letter;

(b) The undersigned has been Executive Vice President and Chief Operating Officer of the Company since May 17, 2004.

(c) The undersigned has reviewed all of the Company's filings with the Securities and Exchange Commission as it deemed necessary including, without limitation, the Company's Annual Report on Form 10-K for the year ended June 30, 2003, Quarterly Report on Form 10-Q for the quarter ended March 31, 2004, all Current Reports on Form 8-K filed by the Company since July 1, 2003 and Proxy Statement used in connection with the Company's 2003 Annual Meeting of Stockholders. The undersigned has analyzed the risks attendant to an investment in the Shares and has made its decision to invest in the Shares based on its own analysis of the Company's business, financial condition, results of operations and prospects without representation or warranty with respect thereto from either Mr. Steiner or the Company. The undersigned understands that its investment in the Shares involves a high degree of risk.

(d) The undersigned has such knowledge and experience in financial, tax and business matters so as to enable it to utilize the information made available to it in connection with its purchase of the Shares to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

(e) The undersigned is an "accredited investor", as that term is defined in Rule 501(a) of Regulation D of the Securities Act (such definition is provided on Exhibit A annexed hereto).

(f) The undersigned is acquiring the Shares solely for the undersigned's own account for investment and not with a view to resale or distribution of any of the Shares;

(g) The undersigned may be required to bear the economic risk of the investment indefinitely because none of the Shares may be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from registration is available. The Company is not obligated to register the shares under the Securities Act or any state securities law. Any resale of the Shares can be made only pursuant to (i) a Registration Statement under the Securities Act which is

effective and current at the time of sale or (ii) a specific exemption from the registration requirements of the Securities Act. In claiming any such exemption, the undersigned will, prior to any offer or sale or distribution of any Shares advise the Company and, if requested, provide the Company with a favorable written opinion of counsel, in form and substance satisfactory to counsel to the Company, as to the applicability of such exemption to the proposed sale or distribution;

(h) The undersigned also understands that the exemption afforded by Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act ("Rule 144") will not become available for at least one year from the date of payment for the Shares and any sales in reliance on Rule 144, if then available, can be made only in accordance with the terms and conditions of that rule, including, among other things, a requirement that the Company then be subject to, and current, in its periodic filing requirements under the Securities Exchange Act of 1934 (the "Exchange Act") and, among other things, a limitation on the amount of Shares that may be sold in specified time periods and the manner in which the sale can be made; that, while the Company's Common Stock is registered under the Exchange Act and the Company is presently subject to the periodic reporting requirements of the Exchange Act, there can be no assurance that the Company will remain subject to such reporting obligations or current in its filing obligations; and that, in case Rule 144 is not applicable to a disposition of the Shares, compliance with the registration provisions of the Securities Act or some other exemption from such registration provisions will be required; and

(i) Legends shall be placed on the certificates evidencing the Shares to the effect that such shares of Common Stock have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the Company's stock books. Stop transfer instructions will be placed with the transfer agent of the securities constituting the Stock.

Very truly yours,

/s/ Alan I. Greenstein

Alan I. Greenstein

Social Security No: ###-##-####
Address: 3738 Gulfstream Way
Davie, Florida 33026

Exhibit A

The term "accredited investor" refers to any person or entity who comes within any of the following categories:

1. Any bank as defined in Section 3(a)(2) of the Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of Title I of the Employment Retirement Income Security Act of 1974 ("ERISA"), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, a saving and loan association, insurance company or registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

2. Any private business development company as defined in Section

202(a)(22) of the Investment Advisors Act of 1940;

3. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

4. Any director or executive officer of the Company;

5. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds $1,000,000;

6. Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

7. Any trust, with total assets in excess of $5,000,000 not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506 of Regulation D; or

8. Any entity in which all of the equity owners are accredited investors.

EXHIBIT 3(c)

INVESTMENT LETTER

December 28, 2004

DRYCLEAN USA, Inc.
290 N.E. 68th Street
Miami, Florida 33138

Mr. Alan I. Greenstein
3738 Gulfstream Way
Davie, Florida 33026

The undersigned hereby agrees to reacquire from you 250,000 shares of Common Stock, $.025 par value per share (the "Reacquired Shares"), of DRYCLEAN USA, Inc. (the "Company") in consideration for a reduction by $362,500 ($1.45 per Reacquired Share) in the principal amount of that certain Promissory Note in the original principal amount of $ 737,500.00 issued by you to the undersigned on July 22, 2004. The Promissory Note is secured by the Reacquired Shares and an additional 500,000 shares of the Company's Common Stock pursuant to a Security Agreement dated July 22, 2004 between the undersigned and you. As a result, the principal amount of the Promissory Note has been reduced to $375,000 and Reacquired Shares are hereby released from the lien created under such Security Agreement (reducing the number of shares of the Company's Common Stock subject to such lien to 500,000 shares). Except therefor, such Promissory Note and Security Agreement remain in full force and effect without amendment or modification.

As an inducement to you to transfer the Reacquired Shares to the undersigned, and the Company to effectuate the transfer, the undersigned hereby acknowledges, represents, warrants and agrees as follows:

(a) None of the Reacquired Shares is currently being registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The undersigned understands that his reacquisition of the Reacquired Shares hereunder is intended to be exempt from registration under the Securities Act by virtue of Section 4(1) of the Securities Act based, in part, upon the representations, warranties and agreements contained in this Investment Letter;

(b) The undersigned has been President, a director and a principal stockholder of the Company since November 1, 1998.

(c) The undersigned has reviewed all of the Company's filings with the Securities and Exchange Commission as the undersigned has deemed necessary including, without limitation, the Company's Annual Report on Form 10-K for the year ended June 30, 2004, Quarterly Report on Form 10-Q for the quarter ended September 30, 2004, all Current Reports on Form 8-K filed by the Company since July 1, 2004 and the Proxy Statement used in connection with the Company's 2004 Annual Meeting of Stockholders. The undersigned has analyzed the risks attendant to an investment in the Reacquired Shares and has made his decision to reacquire the Reacquired Shares based on his own analysis of the Company's business, financial condition, results of operations and prospects without representation or warranty with respect thereto from either you or the Company. The undersigned understands that his investment in the Reacquired Shares involves a high degree of risk.

(d) The undersigned has such knowledge and experience in financial, tax and business matters so as to enable him to utilize the information made available to him in

connection with his reacquisition of the Reacquired Shares to evaluate the merits and risks of an investment in the Reacquired Shares and to make an informed investment decision with respect thereto;

(e) The undersigned is an "accredited investor", as that term is defined in Rule 501(a) of Regulation D of the Securities Act (such definition is provided on Exhibit A annexed hereto).

(f) The undersigned is reacquiring the Reacquired Shares solely for the undersigned's own account for investment and not with a view to resale or distribution of any of the Reacquired Shares;

(g) The undersigned may be required to bear the economic risk of the investment indefinitely because none of the Reacquired Shares may be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from registration is available. The Company is not obligated to register the Reacquired Shares under the Securities Act or any state securities law. Any resale of the Reacquired Shares can be made only pursuant to (i) a Registration Statement under the Securities Act which is effective and current at the time of sale or (ii) a specific exemption from the registration requirements of the Securities Act. In claiming any such exemption, the undersigned will, prior to any offer or sale or distribution of any Reacquired Shares advise the Company and, if requested, provide the Company with a favorable written opinion of counsel, in form and substance satisfactory to counsel to the Company, as to the applicability of such exemption to the proposed sale or distribution;

(h) The undersigned also understands that the exemption afforded by Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act ("Rule 144") will not become available for at least one year from the date of payment for the Reacquired Shares and any sales in reliance on Rule 144, if then available, can be made only in accordance with the terms and conditions of that rule, including, among other things, a requirement that the Company then be subject to, and current, in its periodic filing requirements under the Securities Exchange Act of 1934 (the "Exchange Act") and, among other things, a limitation on the amount of Reacquired Shares (and other shares of the Company's Common Stock owned by the undersigned) that may be sold in specified time periods and the manner in which the sale can be made; that, while the Company's Common Stock is registered under the Exchange Act and the Company is presently subject to the periodic reporting requirements of the Exchange Act, there can be no assurance that the Company will remain subject to such reporting obligations or current in its filing obligations; and that, in case Rule 144 is not applicable to a disposition of the Reacquired Shares, compliance with the registration provisions of the Securities Act or some other exemption from such registration provisions will be required; and

(i) Legends shall be placed on the certificates evidencing the Reacquired Shares to the effect that such shares of Common Stock have not been registered under the Securities Act or

applicable state securities laws and appropriate notations thereof will be made in the Company's stock books. Stop transfer instructions will be placed with the transfer agent of the securities constituting the Reacquired Shares.

Very truly yours,

/s/ Michael S. Steiner

Michael S. Steiner

AGREED:

/s/ Alan I. Greenstein
- ---
Alan I. Greenstein

Exhibit A

The term "accredited investor" refers to any person or entity who comes within any of the following categories:

1. Any bank as defined in Section 3(a)(2) of the Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of Title I of the Employment Retirement Income Security Act of 1974 ("ERISA"), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, a saving and loan association, insurance company or registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

2. Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

3. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

4. Any director or executive officer of the Company;

5. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds $1,000,000;

6. Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

7. Any trust, with total assets in excess of $5,000,000 not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506 of Regulation D; or

8. Any entity in which all of the equity owners are accredited investors.

EXHIBIT 3(d)

INVESTMENT LETTER AND AGREEMENT

December 6, 2005

Mr. Alan I. Greenstein
1031 S.W. 156 Avenue
Penbrooke Pines, FL 33027

On November 8, 2005, the undersigned advised you that you were in default under, and demanded repayment of, that certain Promissory Note dated July 22, 2004 in favor of the undersigned in the original principal amount of $737,500 (the "Promissory Note") pursuant to which you acquired an aggregate of 750,000 shares of Common Stock, $.025 par value per share (the "Shares"), of DRYCLEAN USA, Inc. (the "Company"). The Shares were pledged to secure your obligations under the Promissory Note pursuant to that certain Security Agreement dated July 22, 2004 from you in favor of the undersigned. On December 28, 2004, the undersigned agreed to reduce the principal amount of the Promissory Note by $362,500 in consideration for your return to the undersigned of 250,000 of the Shares. This will confirm our mutual understanding that the undersigned agrees to accept your offer to transfer to the undersigned all of your right, title and interest in and to 258,620 of the Shares (the "Reacquired Shares") in consideration for the discharge of your remaining obligations under the Promissory Note, subject to the condition that, in the event the application of such Shares to your obligations under the Promissory Note, or any part thereof, at any time is rescinded or must otherwise be restored or returned by the undersigned upon or as a result of your insolvency, bankruptcy or reorganization, whether by order of any court, or otherwise, then the Promissory Note and the security interest granted pursuant to the Security Agreement (and the Security Agreement itself) shall each be reinstated and shall continue to apply with respect to all amounts rescinded, restored or returned, all as though such payment or application had never been made.

You acknowledge that the Reacquired Shares are "restricted securities," are not registered for resale under the Securities Act of 1933, as amended (the "Securities Act"), and, therefore, may only be sold in a private placement to a limited number of qualified purchasers or under Rule 144 ("Rule 144") promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Act in limited quantities and otherwise in compliance with that Rule. Furthermore, the sale of a significant quantity of the Reacquired Shares in a foreclosure, private placement or market sale could only be made at a significant discount from market, especially since they represent only a minority interest in the Company in which a majority of the outstanding shares of Common Stock are owned by two related stockholders. In addition, the Reacquired Shares are subject to certain voting obligations pursuant to a Stockholders Agreement to which you are a party with the two principal stockholders of the Company.

As an inducement to the Company to effectuate the transfer, the undersigned hereby acknowledges, represents, warrants and agrees as follows:

(a) None of the Reacquired Shares is currently being registered under the Securities Act or any state securities laws. The undersigned understands that his reacquisition of the Reacquired Shares hereunder is intended to be exempt from registration under the Securities Act by virtue of Section 4(1) of the Securities Act based, in part, upon the representations, warranties and agreements contained in this Investment Letter;

(b) The undersigned has been President, a director and a principal stockholder of the Company since November 1, 1998.

(c) The undersigned has reviewed all of the Company's filings with the SEC as the undersigned has deemed necessary including, without limitation, the Company's Annual Report on Form 10-K for the year ended June 30, 2005, Quarterly Report on Form 10-Q for the quarter ended September 30, 2005, all Current Reports on Form 8-K filed by the Company since July 1, 2005 and the Proxy Statement used in connection with the Company's 2005 Annual Meeting of Stockholders. The undersigned has analyzed the risks attendant to an investment

in the Reacquired Shares and has made his decision to reacquire the Reacquired Shares based on his own analysis of the Company's business, financial condition, results of operations and prospects without representation or warranty with respect thereto from either you or the Company. The undersigned understands that his investment in the Reacquired Shares involves a high degree of risk.

(d) The undersigned has such knowledge and experience in financial, tax and business matters so as to enable him to utilize the information made available to him in connection with his reacquisition of the Reacquired Shares to evaluate the merits and risks of an investment in the Reacquired Shares and to make an informed investment decision with respect thereto;

(e) The undersigned is an "accredited investor," as that term is defined in Rule 501(a) of Regulation D of the Securities Act (such definition is provided on Exhibit A annexed hereto).

(f) The undersigned is reacquiring the Reacquired Shares solely for the undersigned's own account for investment and not with a view to resale or distribution of any of the Reacquired Shares;

(g) The undersigned may be required to bear the economic risk of the investment indefinitely because none of the Reacquired Shares may be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from registration is available. The Company is not obligated to register the Reacquired Shares under the Securities Act or any state securities law. Any resale of the Reacquired Shares can be made only pursuant to (i) a Registration Statement under the Securities Act which is effective and current at the time of sale or (ii) a specific exemption from the registration requirements of the Securities Act. In claiming any such exemption, the undersigned will, prior to any offer or sale or distribution of any Reacquired Shares advise the Company and, if requested, provide the Company with a favorable written opinion of counsel, in form and substance satisfactory to counsel to the Company, as to the applicability of such exemption to the proposed sale or distribution;

(h) The undersigned also understands that any sales in reliance on Rule 144, if then available, can be made only in accordance with the terms and conditions of that rule, including, among other things, a requirement that the Company then be subject to, and current, in its periodic filing requirements under the Securities Exchange Act of 1934 (the "Exchange Act") and, among other things, a limitation on the amount of Reacquired Shares (and other shares of the Company's Common Stock owned by the undersigned) that may be sold in specified time periods and the manner in which the sale can be made; that, while the Company's Common Stock is registered under the Exchange Act and the Company is presently subject to the periodic reporting requirements of the Exchange Act, there can be no assurance that the Company will

remain subject to such reporting obligations or current in its filing obligations; and that, in case Rule 144 is not applicable to a disposition of the Reacquired Shares, compliance with the registration provisions of the Securities Act or some other exemption from such registration provisions will be required; and

(i) Legends shall be placed on the certificates evidencing the Reacquired Shares to the effect that such shares of Common Stock have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the Company's stock books. Stop transfer instructions will be placed with the transfer agent of the securities constituting the Reacquired Shares.

Very truly yours,

/s/ Michael S. Steiner

Michael S. Steiner

AGREED:

/s/ Alan I. Greenstein
- ---

Exhibit A

The term "accredited investor" refers to any person or entity who comes within any of the following categories:

1. Any bank as defined in Section 3(a)(2) of the Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of Title I of the Employment Retirement Income Security Act of 1974 ("ERISA"), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, a saving and loan association, insurance company or registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

2. Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

3. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

4. Any director or executive officer of the Company;

5. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds $1,000,000;

6. Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

7. Any trust, with total assets in excess of $5,000,000 not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506 of Regulation D; or

8. Any entity in which all of the equity owners are accredited investors.

EXHIBIT 4(b)

AMENDMENT TO STOCKHOLDERS AGREEMENT

This Amendment is made as of December 28, 2004 (this "Amendment") to that certain Stockholders Agreement dated as of July 22, 2004 (the "Original Stockholders Agreement") among Alan I. Greenstein ("Greenstein" and together with any transferee to whom he transfers Shares, as hereinafter defined, to the extent of the Shares (as defined in the Original Stockholders Agreement) so transferred, collectively, the "Greenstein Stockholders"), Michael S. Steiner and William K. Steiner (the "Steiner Family" and together with any transferees to whom any of them transfers Shares to the extent of the Shares so transferred, collectively, the "Steiner Family Stockholders"). Each of the Greenstein Stockholders and the Steiner Family Stockholders are individually referred to as a "Stockholder" and collectively referred to as the "Stockholders".

WHEREAS, the parties entered into the Original Stockholders Agreement in connection with the purchase by Greenstein from the Steiner Family of an aggregate of 1,500,000 shares of Common Stock, par value of $.025 per share of DRYCLEAN USA, Inc., a Delaware corporation (the "Company"); and

WHEREAS, contemporaneously herewith, Greenstein is transferring and selling to each Michael S. Steiner and William K. Steiner 250,000 (an aggregate of 500,000) of such Shares; and

WHEREAS, an amendment to the Stockholders Agreement is necessary to reflect the original intent of the parties in light of such contemporaneous transfer;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Stockholders hereby agree as follows:

1. For all purposes of the Stockholders Agreement, the Stockholders acknowledge that, as of the date hereof, the Shares held by the Greenstein Stockholders consist of the 1,000,000 Shares to be owned of record by Greenstein immediately following his transfer of the 500,000 Shares being transferred contemporaneously herewith to Michael S. Steiner and William K. Steiner, and the Shares held by the Steiner Family Stockholders consist of the 1,760,477 Shares to be owned of record by each of Michael S. Steiner and William K. Steiner (an aggregate of 3,520,954 Shares) immediately following the transfer of such 500,000 Shares to them.

2. Capitalized terms used, but not defined herein shall have the meaning ascribed to such term in the Original Stockholders Agreement.

3. Except as amended hereby, the Original Stockholders Agreement shall remain in full force and effect in accordance with its terms.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of them together shall represent the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

/s/ Michael S. Steiner

Michael S. Steiner

/s/ William K. Steiner

William K. Steiner

/s/ Alan I. Greenstein

Alan I. Greenstein

EXHIBIT 4(c)

AMENDED AND RESTATED
STOCKHOLDERS AGREEMENT

This Amended and Restated Stockholders Agreement (this "Agreement") is made as of December 6, 2005 (this "Agreement") by and among Alan I. Greenstein and Cindy B. Greenstein (together with any transferee to whom they transfer Shares, as hereinafter defined, to the extent of the Shares so transferred, collectively, the "Greenstein Stockholders"), Michael S. Steiner and William K. Steiner (the "Steiner Family" and together with any transferees to whom any of them transfers Shares to the extent of the Shares so transferred, collectively, the "Steiner Family Stockholders"). Each of the Greenstein Stockholders with the Steiner Family Stockholders are individually referred to as a "Stockholder" and collectively referred to as the "Stockholders".

W I T N E S S E T H

WHEREAS, Alan I. Greenstein, Michael S. Steiner and William K. Steiner entered into a Stockholders Agreement dated as of July 22, 2004 (the "Original Stockholders Agreement"), which was amended on December 28, 2004 (as so amended to date, the "Existing Stockholders Agreement"), regarding the voting of the shares of Common Stock, par value of $.025 per share of DRYCLEAN USA, Inc., a Delaware corporation (the "Company"), owned of record by them; and

WHEREAS, since the date of the Original Stockholders Agreement, Alan I Greenstein has transferred 250,000 of such shares to each of Michael S. Steiner and William K. Steiner and proposes to transfer to each of Michael S. Steiner and William K. Steiner an additional 258,620 of such shares in consideration of the satisfaction of the obligations incurred by Alan I. Greenstein in connection with the acquisition of such shares; and

WHEREAS, Alan I. Greenstein proposes to transfer 482,760 of such shares to Cindy B. Greenstein; and

WHEREAS, pursuant to the Existing Stockholders Agreement, Cindy B. Greenstein, as a Greenstein Stockholder, is to become bound by the terms and provisions of the Existing Stockholders Agreement; and

WHEREAS, it is a condition to the acceptance by each of Michael S. Steiner and William K. Steiner of such 258,620 shares, in consideration for the satisfaction of the obligations incurred by Alan I. Greenstein to them, that the provisions regarding the voting obligations under the Existing Stockholders Agreement be amended; and

WHEREAS, as a result of the transfers heretofore made and proposed to be made, Michael S. Steiner, William K. Steiner and Cindy B. Greenstein will own of record 2,019,097, 2,019,097 and 482,760 Shares, respectively (collectively the "Shares"), which Shares shall be subject to this Agreement; and

WHEREAS, the Stockholders believe it is in their mutual best interests to vote together with respect to the election of directors to serve as the Company's Board of Directors

(the "Board") in the manner set forth in this Agreement and to effectuate the other purposes of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Stockholders hereby agree as follows:

1. Agreement to be Bound. Cindy B. Greenstein agrees to become a party to this Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of this Agreement, shall be entitled to all of the benefits of this Agreement and shall be deemed a "Greenstein Stockholder" for all purposes of this Agreement.

2. Confirmation of Status of Certain Shares. The parties confirm that, for all purposes of this Agreement, the Shares heretofore transferred and the

Shares proposed to be transferred to Michael S. Steiner and William K. Steiner by Alan I. Greenstein are and shall be treated (together with the other shares owned of record by them) as Shares owned by the Steiner Family Stockholders and the Shares being transferred to Cindy B. Greenstein by Alan I. Greenstein shall be treated as Shares owned by the Greenstein Family Stockholders; and

3. Agreement to Vote. Except to the extent otherwise agreed from time to time by each of (a) the holders of a majority of the Shares held by the Greenstein Stockholders and (b) the holders of a majority of the Shares held by the Steiner Family Stockholders, each Stockholder covenants and agrees to vote (in person or by proxy), at all meetings of the stockholders of the Company however called and with regard to actions proposed to be taken by written consent of the stockholders of the Company at any time during the term of this Agreement with regard to the election of directors, all of the Shares in favor of the election as directors of the Company of such designees as may be selected of the Steiner Family Stockholders. Should any designee of the Steiner Family Stockholders resign, determine not to seek re-election to the Board, be removed from office, die, become incapacitated or otherwise cease to serve on the Board, and should such designee not be replaced by the Board with a designee recommended to the Board by the Steiner Family Stockholders, or should such designee's term of office expire, the Stockholders agree to take all such action as may be permitted under the Company's Certificate of Incorporation or By-laws and laws of its state of incorporation to promptly call a special or other meeting of stockholders of the Company and vote, or execute a written consent, to elect as the successor to such former director a person designated by the holders of a majority of the Shares held by the Steiner Family Stockholders.

The ability of the Steiner Family Stockholders to designate one or more directors is a right and not an obligation and such right may be exercised at any time during the term of this Agreement.

For avoidance of doubt, it is agreed and understood that any shares of Common Stock of the Company (other than the Shares) which a party hereto owns in street name (or may in the future acquire of record or in street name) shall not (unless agreed to in writing by the party to be charged) be subject to this Agreement.

4. Stockholders' Representations. Each Stockholder represents and warrants to each other Stockholder that, immediately following the transfer of the Shares as reflected in the preambles to this Agreement: (a) the Stockholder will be the sole record and beneficial owner, with sole voting power, of the Shares owned as reflected in the fifth preamble to this Agreement; (b) the Stockholder possesses full power and authority to enter into this Agreement and carry out such Stockholder's obligations under this Agreement; (c) the execution and delivery of this Agreement does not, and carrying out such Stockholder's obligations under this Agreement will not, conflict with or result in the violation of any agreement, judgment, decree, law or regulation applicable to the Stockholder; and (d) other than this Agreement, there are no outstanding rights or obligations granted by the Stockholder relating to the ownership, voting or disposition of any of the Shares.

5. Parties Bound. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Nothing herein shall be construed as otherwise limiting a Stockholder's right to transfer his, her or its Shares; however it is a condition to any transfer of Shares by a Greenstein Stockholder that the transferee join in this Agreement and agree to be bound truly as a Greenstein Stockholder. All rights and authority granted herein by each Stockholder shall survive the death or incapacity of the Stockholder.

6. Legend. The stock certificates evidencing Shares held by a Stockholder (and any Shares issued to transferees thereof to whom this Agreement applies) shall, so long as this Agreement pertains thereto, bear the following legend:

> "The shares represented by this certificate are subject to the terms and conditions of a Stockholders Agreement dated as of July 22, 2004 by and among certain stockholders of the Company (as same has been, and may be, amended, modified, or restated from time to time), a copy of which is on file at the principal office of the Company."

7. Term. This Agreement became effective on July 22, 2004 and shall terminate on the earliest to occur of: (i) the date agreed to in writing by the owners of record of a majority of the Shares, and (ii) the liquidation of the Company or the Company's merger with, or sale of substantially all of its assets to, or another change in control transaction with, another entity that is approved by the Board of Directors, following which transaction or series of transactions the stockholders of the Company immediately prior to the first of such transactions do not own more than 50% of the outstanding voting power of the resulting entity at the effective date of the last of such transactions.

8. Availability of Equitable Remedies. The Stockholders acknowledge that a breach of the provisions of this Agreement by any Stockholder would cause irrevocable injury to the other Stockholders and could not adequately be compensated by money damages. Accordingly, a Stockholder shall be entitled, in addition to any other right or remedy available to him, her or it, to an injunction restraining a breach or a threatened breach of this Agreement and to specific performance of any such provision of this Agreement, in either case without bond or other security, and the Stockholders will not take any action, directly or indirectly, in opposition

to the moving party seeking such relief on the grounds that any other remedy or relief is available at law or in equity.

9. Governing Law, Consent to Service of Process, etc. This Agreement shall be governed and interpreted in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof that would defer to the laws of another jurisdiction or the actual domiciles of the parties hereto.).

The parties hereby consent and agree that the Circuit Court of the State of Florida for the County of Miami-Dade and the United States District Court for the Southern District of Florida each shall have personal jurisdiction and proper venue with respect to any dispute between them under this Agreement. No party shall raise, and each party hereby expressly waives, any objection or defense to any such jurisdiction and venue as an inconvenient forum. Each party further agrees that any action or proceeding brought under this Agreement shall be brought only in the Circuit Court of the State of Florida for the County of Miami-Dade or the United States District Court for the Southern District of Florida. Each party hereby waives personal service of any summons, complaint or other process, which may be delivered by any of the means permitted for notices under this Agreement.

In any action, suit or proceeding in any jurisdiction brought with respect to this Agreement, each party waives trial by jury.

10. Notices. All notices, requests, demands and other communications which are required to be or which may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, the scheduled business day of delivery if sent by Express Mail, Federal Express, other overnight delivery service or five business days after mailed if mailed by certified or registered first class mail return receipt requested, in any such case with delivery charges prepaid, to the party to whom the same is so given or made, at the following addresses (or such other address as shall be provided by notice given in accordance with this Section 10 by the party whose address is to be changed):

(a) If to a member of the Steiner Family:
c/o Steiner-Atlantic Corp.
290 N.E. 68th Street
Miami, Florida 33138-5567
Attention: Michael S. Steiner

(b) If to a member of the Greenstein Stockholders:
c/o Cindy B. Greenstein
1031 S.W. 156 Avenue
Pembroke Pines, Florida 33027

11. Amendments. This Agreement and any term hereof may not be amended, changed, discharged or terminated except by an instrument in writing signed by

the original signatories of this Amended and Restated Stockholders Agreement who continues to be a Stockholder.

12. Waivers. The failure of a party to insist upon strict adherence to any term or provision of this Agreement on any occasion shall not be considered a waiver, or deprive the party of the right thereafter to insist upon strict adherence to that term or provision or any other term or provision of this Agreement. Any waiver must be in writing and be duly executed by the party to be charged.

13. Counterparts. This Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Headings. The headings in this Agreement are for purposes of reference only and shall not be considered in construing this Agreement.

15. Entire Agreement. This Agreement contains the entire understanding of the parties herein, and supersedes all prior discussions and understandings of the parties hereto, respecting the subject matter hereof.

16. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to persons or circumstances other than those which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement.

/s/ Michael S. Steiner

Michael S. Steiner

/s/ William K. Steiner

William K. Steiner

/s/ Alan I. Greenstein

Alan I. Greenstein

/s/ Cindy B. Greenstein

Cindy B. Greenstein