

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

**SCHEDULE 13D/A**  
**Under the Securities Exchange Act of 1934**  
**(Amendment No. 11)**

EnviroStar, Inc.  
(Name of Issuer)

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

262432107  
(CUSIP Number)

Joseph Walsh, 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)

March 6, 2014  
(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 §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the Notes).

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<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY). Michael S. Steiner	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS* PF	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 0 <sup>(1)</sup>
	<b>8</b>	SHARED VOTING POWER 0
	<b>9</b>	SOLE DISPOSITIVE POWER 600,100
	<b>10</b>	SHARED DISPOSITIVE POWER 0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON 600,100 <sup>(1)</sup>	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.53%	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions) IN	

(1) The 600,100 shares owned by the Reporting Person are subject to the Stockholders Agreement described herein under which Symmetric Capital LLC has sole voting power over such shares.

This Amendment No. 11 (“Amendment No. 11”) amends in its entirety (except that Item 5 only reflects transactions since the filing of Amendment No. 10) Items 1, 4, 5 and 6 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, Amendment No. 3 filed on December 29, 2004, Amendment No. 4 filed on December 7, 2005, Amendment No. 5 filed on May 2, 2008, Amendment No. 6 filed on December 24, 2008, Amendment No. 7 filed on December 30, 2008, Amendment No. 8 filed on October 13, 2011, Amendment No. 9 filed on March 6, 2012 and Amendment No. 10 filed on December 9, 2013 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 EnviroStar, Inc. (the “Issuer” or the “Company”). The Original Statement, as amended, including this Amendment No. 11, is referred to collectively as this “Statement.”

**Item 2                    Identify and Background**

“(a)-(c) This Schedule 13D is being filed by Michael S. Steiner, a Florida resident. The Reporting Person serves as Executive Vice President of the Issuer. The Reporting Person’s business address is c/o Steiner - Atlantic Corp., 290 N.E. 68 Street, Miami, Florida 33138.

(d) The Reporting Person has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) The Reporting Person has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction where, as a result of such proceeding, he became subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The Reporting Person is a citizen of the United States of America.

**Item 4                    Purpose of the Transaction**

“On March 6, 2015, the Reporting Person, Robert Steiner and Symmetric Capital LLC (the “Purchaser”), a Florida limited liability company controlled by Henry Nahmad, entered into and closed a Stock Purchase Agreement (the “Purchase Agreement”), pursuant to which the Reporting Person and Robert Steiner sold and transferred to the Purchaser (the “Sale Transaction”) an aggregate of 2,838,194 shares (the “Shares”) of the Common Stock of the Issuer for an aggregate purchase price of \$6,102,117.10 (the “Purchase Price”). The Reporting Person sold and transferred to the Purchaser 1,928,646 of the Shares and received approximately \$4.1 million of the Purchase Price, and Robert Steiner sold and transferred to the Purchaser 909,548 of the Shares and received approximately \$2.0 million of the Purchase Price. After giving effect to the Sale Transaction, which was approved by the Issuer’s Board of Directors for purposes of Section 203 of the Delaware General Corporation Law, (a) the Purchaser owns 2,838,194 shares of Common Stock, or approximately 40.35% of the outstanding shares of Common Stock, (b) the Reporting Person owns 600,100 shares of Common Stock, or approximately 8.53% of the outstanding shares of Common Stock, and (c) Robert Steiner owns 100,000 shares of Common Stock, or approximately 1.42% of the outstanding shares of Common Stock. In addition, as a result of the Stockholders Agreement described below, the Purchaser has, and Henry Nahmad, the Manager of the Purchaser may be deemed to have, voting power over the shares representing approximately 50.3% of the outstanding shares of Common Stock. Effective as of the closing of the Sale Transaction, (1) the Reporting Person (a) resigned as the Issuer’s Chairman of the Board, Chief Executive Officer and President, and (b) was appointed the Issuer’s Executive Vice President and Chief Operating Officer, and (c) remains a director of the Issuer, and (2) Henry Nahmad, the sole manager of the Purchaser, was elected a director of the Issuer and was also appointed the Issuer’s Chairman of the Board, Chief Executive Officer and President.

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The number of directors of the Issuer was increased from five to seven members and there is currently one vacancy on the Board.

The foregoing is a summary of the Purchase Agreement and is qualified in its entirety by reference thereto, a copy of which is filed as Exhibit 6(a) to this Statement.

Except for possible acquisitions or dispositions of shares of Common Stock depending on general market and economic conditions and other relevant factors and except as described herein, the Reporting Person has no plans or proposals which relate to or would result in: (a) the acquisition by the Reporting Person of additional securities of the Issuer, or the disposition of securities of the Issuer; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (d) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board; (e) any material change in the present capitalization or dividend policy of the Issuer; (f) any other material change in the Issuer's business or corporate structure; (g) any change in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (h) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to section 12(g)(4) of the Exchange Act; or (j) any action similar to any of those enumerated above."

#### **Item 5 Interest in Securities of the Issuer**

"(a) and (b) As of March 6, 2015, after giving effect to the Sale Transaction, the Reporting Person was the beneficial owner of the following shares of the Issuer's Common Stock:

Amount Beneficially Owned <sup>(1)</sup> :	600,100
Percent of Class	8.53%
Sole Voting Power <sup>(1)</sup>	0
Shared Voting Power	0
Sole Dispositive Power	600,100
Shared Dispositive Power	0

(1) The 600,100 shares owned by the Reporting Person are subject to the Stockholders Agreement described herein under which the Purchaser has sole voting power over such shares.

(c) There were no transactions by the Reporting Person in the Common Stock since the filing of Amendment No. 10 to this Statement except that on March 6, 2015, the Reporting Person sold 1,928,646 shares of Common Stock to the Purchaser. As a result of the Stockholders' Agreement described in Item 6, the Reporting Person has sole voting power over no shares of Common Stock and the Reporting Person has sole dispositive power over 600,100 shares of Common Stock.

(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**

“Pursuant to a Termination Letter Agreement, dated March 6, 2015 (the “Termination Agreement”), the Reporting Person and Robert M. Steiner terminated their previously existing Stockholders' Agreement, dated as of December 2, 2015.

Simultaneous with the execution and delivery of the Termination Agreement and the closing of the Sale Transaction, the Reporting Person and Robert Steiner entered into a Stockholders Agreement with the Purchaser and Henry Nahmad pursuant to which each of the Reporting Person and Robert Steiner (who as of the date hereof holds 100,000 shares of Common Stock) agreed to vote all shares of Common Stock owned by them at any time during the term of the Stockholders Agreement as directed by Henry Nahmad, as the Manager of the Purchaser, and have granted to Henry Nahmad, as the Manager of the Purchaser, an irrevocable proxy and power of attorney in furtherance thereof. The Stockholders Agreement also contains, among other things, (i) an agreement by the Purchaser (who as of the date hereof holds 2,838,194 shares of Common Stock) and Henry Nahmad to vote all of the shares of Common Stock owned by them in favor of the election of the Reporting Person to the Issuer's Board of Directors for a period of five years, subject to earlier termination of such obligation under certain circumstances, (ii) certain transfer restrictions with respect to the shares of the Common Stock held by the Reporting Person and Robert Steiner, including a one-year restriction on the right to transfer the shares without the Purchaser's consent and, following such one-year period, a right of first refusal held by the Purchaser with respect to proposed sales of the shares, (iii) a special call right which under limited circumstances would entitle the Purchaser (or its assignee) to purchase all of the shares of Common Stock held by the Reporting Person and Robert Steiner at the then-prevailing fair market value, and (iv) drag-along/tag-along provisions pursuant to which, in any proposed sale by the Purchaser of 25% or more of the shares that it owns to an unaffiliated third party, the Purchaser will have the right, subject to the terms and conditions of the Stockholders Agreement, to require the Reporting Person and Robert Steiner to sell the proportionate amount of their shares in the transaction on the same terms as the Purchaser is proposing to sell its shares, and if such drag-along right is not exercised, the Reporting Person and Robert Steiner will have the right, subject to the terms and conditions of the Stockholders Agreement, to elect to sell the proportionate amount of their shares in the transaction on the same terms as the Purchaser is proposing to sell its shares. The Stockholders Agreement has a term of five years, subject to earlier termination at the Purchaser's election or under certain other limited circumstances.

The foregoing is a summary of the Termination Agreement and the Stockholder's Agreement and is qualified in its entirety by reference thereto, copies of which are filed as Exhibits 6(b) and 6(c) to this Statement.”

**Item 7 Material to be Filed as Exhibits**

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|--------------|--|
| 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)        |
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- 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. )
- 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)
- Exhibit 4(d) Amendment to Stockholders Agreement and Joinder dated April 28, 2008 among Thrifty Rent-A-Car Systems, Inc., the Reporting Person and William K. Steiner. (5)
- Exhibit 4(e) Stockholders' Agreement dated as of October 13, 2011 between the co-trustees of the William K. Steiner Revocable Trust, including the Reporting Person, and Michael Steiner. (6)
- Exhibit 4(f) Amendment to and Joinder in the Stockholders' Agreement entered into on March 6, 2012 by Robert Steiner and the Reporting Person. (7)
- Exhibit 5(a) Termination Agreement dated December 2, 2013 between the Reporting Person and Robert Steiner. (8)
- Exhibit 5(b) Stockholders' Agreement dated as of December 2, 2013 between the Reporting Person and Robert Steiner. (8)
- Exhibit 6(a) Stock Purchase Agreement dated as of March 6, 2015 by and among Reporting Person, Robert Steiner, Henry Nahmad and Symmetric Capital LLC. (9)
- Exhibit 6(b) Termination Agreement dated March 6, 2015 between the Reporting Person and Robert Steiner. (9)
- Exhibit 6(c) Stockholders' Agreement dated as of March 6, 2015 by and among Reporting Person, Robert Steiner, Henry Nahmad and Symmetric Capital LLC. (9)
- Exhibit 7(a) Proposal dated December 23, 2008 on behalf of the Reporting Person and William K. Steiner and Sheila S. Steiner, co-trustees of the William K. Steiner Revocable Trust. (10)
- Exhibit 7(b) Letter dated December 29, 2008 on behalf of the Reporting Person and William K. Steiner and Sheila S. Steiner, co-trustees of the William K. Steiner Revocable Trust. (11)

- 
- (1) Filed with the Original Statement.
- (2) Filed with Amendment No. 1 to this Statement.
- (3) Filed with Amendment No. 4 to this Statement.
- (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.
- (5) Filed with Amendment No. 5 to this Statement.
- (6) Filed with this Amendment No. 8 to this Statement.
- (7) Filed with Amendment No. 9 to this Statement.
- (8) Filed with Amendment No. 10 to this Statement
- (9) Filed herewith.
- (10) Filed with Amendment No. 6 to this Statement.
- (11) Filed with Amendment No. 7 to this Statement.
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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.

Dated: March 9, 2015

/s/ Michael S. Steiner  
Michael S. Steiner

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**EXHIBIT INDEX**

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- (1) Filed with the Original Statement.
  - (2) Filed with Amendment No. 1 to this Statement.
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  - (6) Filed with this Amendment No. 8 to this Statement.
  - (7) Filed with Amendment No. 9 to this Statement.
  - (8) Filed with Amendment No. 10 to this Statement
  - (9) Filed herewith.
  - (10) Filed with Amendment No. 6 to this Statement.
  - (11) Filed with Amendment No. 7 to this Statement.
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## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of March 6, 2015, is entered into by and among Symmetric Capital LLC, a Florida limited liability company (the "Purchaser"), and Michael S. Steiner and Robert M. Steiner (collectively, the "Sellers"). The Sellers and the Purchaser are referred to herein, individually, as a "Party" and, collectively, as the "Parties."

**WITNESSETH:**

WHEREAS, Michael Steiner owns 2,528,746 shares (the "MS Shares") of Common Stock, par value \$0.025 per share (the "Common Stock"), of EnviroStar, Inc., a Delaware corporation (the "Company"), Robert Steiner owns 1,009,548 shares (the "RS Shares") and collectively with the MS Shares, the "Shares") of the Company's Common Stock, and the Shares collectively represent approximately 50.3% of the issued and outstanding shares of the Company's Common Stock; and

WHEREAS, in accordance with the terms and subject to the conditions set forth herein, (i) Michael Steiner desires to sell and transfer to the Purchaser, and the Purchaser desires to purchase and acquire from Michael Steiner, 1,928,646 of the MS Shares (the "MS Purchased Shares"), and (ii) Robert Steiner desires to sell and transfer to the Purchaser, and the Purchaser desires to purchase and acquire from Robert Steiner, 909,548 of the RS Shares (the "RS Purchased Shares" and, collectively with the MS Purchased Shares, the "Purchased Shares"), such that immediately after giving effect to the transactions contemplated hereby, the Purchaser would own approximately 40.35% of the shares of the Company's Common Stock and the Sellers would collectively own approximately 9.95% of the shares of the Company's Common Stock, in each case on a fully diluted basis.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE I****PURCHASE AND SALE**

Section 1.1. Purchase and Sale of Purchased Shares. On the Closing Date (as hereinafter defined) and upon the terms and subject to the conditions set forth in this Agreement, (a) Michael Steiner shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase and accept from Michael Steiner, the MS Purchased Shares, and (b) Robert Steiner shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase and accept from Robert Steiner, the RS Purchased Shares, such that immediately after giving effect to the transactions contemplated hereby, the Purchaser will own approximately 40.35% of the shares of the Company's Common Stock and the Sellers will collectively own approximately 9.95% of the shares of the Company's Common Stock, in each case on a fully diluted basis.

Section 1.2. Closing.

(a) The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., 150 West Flagler Street, Suite 2200, Miami, Florida 33130, or such other place as the Parties agree or by means of electronic communications, and shall occur at 5:00 p.m., Eastern time, on the date hereof (the "Closing Date").

(b) At the Closing, Michael Steiner and Robert Steiner shall deliver to Purchaser duly executed stock certificates evidencing the MS Purchased Shares and the RS Purchased Shares, respectively, in each case with a stock power or other appropriate instrument(s) of transfer attached (duly endorsed or otherwise in form sufficient for transfer).

(c) At the Closing, the Purchaser shall pay to the Sellers the Purchase Price (as defined below) in accordance with Section 1.3, and the Parties shall execute (to the extent applicable) and deliver each of the other closing deliverables set forth in Article IV.

Section 1.3. Purchase Price. The aggregate cash purchase price to be paid to the Sellers by the Purchaser for the Purchased Shares at the Closing is \$6,102,117.10 (the "Purchase Price"). The Purchase Price shall be allocated among the Sellers as follows: \$4,146,588.90 to Michael Steiner; and \$1,955,528.20 to Robert Steiner. The Purchaser shall pay the Purchase Price due to each Seller via a cashier's check in such Seller's name.

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## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each Seller hereby represents and warrants to the Purchaser as of the date of this Agreement as follows (it being acknowledged and agreed to by the Purchaser that the representations and warranties set forth in this Article II are being made by each Seller only as to such Seller and not the other Seller):

Section 2.1. Authority; Capacity. Such Seller is under no impairment or other disability, legal, physical, mental or otherwise, that would preclude or limit the ability of such Seller to (a) enter into this Agreement or any other agreement or instrument being executed and delivered by such Seller in connection with the transactions contemplated by this Agreement or (b) perform his obligations hereunder or thereunder.

Section 2.2. Enforceability. This Agreement and all other agreements and instruments being executed and delivered by such Seller on or prior to the date hereof in connection with the transactions contemplated by this Agreement constitute valid and binding agreements of such Seller, enforceable against such Seller in accordance with its terms, except (a) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (c) insofar as indemnification and contribution provisions may be limited by applicable Law (as defined below).

For all purposes of this Agreement, the term "Law" means any applicable U.S. domestic, foreign or international, federal, state or local or foreign law, statute, ordinance, rule, regulation, permit, order, judgment or decree.

Section 2.3. Non-contravention. Neither the execution and delivery of this Agreement by such Seller or any other agreement or instrument being executed and delivered by such Seller in connection with the transactions contemplated by this Agreement nor the performance by such Seller of his obligations hereunder or thereunder will: (a) violate or result in a breach (with or without the lapse of time, the giving of notice or both) of or constitute a default under (i) any agreement or other instrument, or (ii) any Law or other restriction of any Governmental Authority (as defined below), in each case, to which such Seller is a party or by which such Seller is bound or to which any of his assets or properties are subject; or (b) result in the creation or imposition of any Liens (as defined below) on the Shares other than Liens under the Purchaser-Sellers Stockholders Agreement (as defined in Article IV) and, except in the case of clauses (a) and (b), contraventions, violations, breaches or defaults which, individually or in the aggregate, would not result in a material adverse change in such Seller's ability to consummate the transactions contemplated by this Agreement.

For all purposes of this Agreement, the term "Governmental Authority" means any U.S. domestic, foreign or international, federal, state or local government, or any entity, authority, court, agency or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government.

Section 2.4. No Consents. Other than any required filings under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), no notice to, filing with, or authorization, registration, consent or approval of any Governmental Authority or other person or entity is necessary for the execution, delivery or performance by such Seller of this Agreement or the consummation of the transactions contemplated hereby to the extent related to such Seller.

Section 2.5. Litigation. There are no legal or regulatory suits, actions, arbitrations or other proceedings (collectively, "Proceedings") relating to such Seller or any of his assets, including the Shares, currently pending or threatened in writing against such Seller, and there are no outstanding orders, judgments or decrees binding upon such Seller or any of his assets, including the Shares, in each case which would have the effect of impairing or preventing the Seller's ability to consummate the transactions contemplated by this Agreement.

Section 2.6. Ownership of Shares. Michael Steiner and Robert Steiner have good and valid title to the MS Shares and the RS Shares, respectively, in each case free and clear of all liens, claims, charges, encumbrances, pledges, options or other rights to acquire, rights of first refusal, mortgages or other security interests thereon, proxies, voting trusts or other similar agreement, adverse claims or other restrictions of any kind, including, without limitation, any restriction on use, voting, transfer, receipt or exercise of any other attribute of ownership (collectively, "Liens") other than restrictions imposed generally by applicable securities Laws and those under the Steiner Stockholders Agreement (as defined in Article IV), which is to be terminated at or prior to the Closing. Subject to termination of the Steiner Stockholders Agreement, Michael Steiner and Robert Steiner have the absolute and unrestricted right, power, authority and capacity to sell, assign and transfer the MS Purchased Shares and the RS Purchased Shares, respectively, to the Purchaser in accordance with the terms hereof, and upon consummation of the transactions contemplated hereby, (a) the Purchaser will acquire the Purchased Shares from the Sellers free and clear of all Liens other than restrictions imposed generally by applicable securities Laws and those under the Purchaser-Sellers Stockholders Agreement and (b) Michael Steiner and Robert Steiner will own the balance of the MS Shares not sold to the Purchaser hereunder and the balance of the RS Shares not sold to the Purchaser hereunder, respectively, in each case free and clear of all Liens other than restrictions imposed generally by applicable securities Laws and those under the Purchaser-Sellers Stockholders Agreement.

Section 2.7. Brokers' and Finders' Fees. Such Seller has not incurred, nor will such Seller incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or the transactions contemplated hereby, for which the Company or the Purchaser will be liable.

Section 2.8. No Undisclosed Liabilities to Sellers. As of the date of this Agreement, except (i) as set forth in the balance sheet of the Company as of the end of the most recent fiscal quarter included in the Company's Quarterly Report on Form 10-Q most recently filed with the Securities and Exchange Commission prior to the date of this Agreement, (ii) amounts owed for the Company's current pay period, (iii) normal business expenses in a total amount of approximately \$15,000 charged by Michael Steiner or any employee of the Company to Michael Steiner's credit card for the current month which have not yet been paid by the Company, and (iv) rent payments for the current month only owed to an Affiliate (as defined below) of the Sellers under and in accordance with that certain Lease dated November 1, 2014 with respect to the Company's facilities located at 290 NE 68 Street, 297 NE 67 Street and 277 NE 67 Street, Miami, Florida, there are no amounts owed to such Seller or any of his Affiliates by the Company or any its Affiliates, and neither Seller nor any of their respective Affiliates has any claims or basis for claims against the Company or any of its Affiliates for amounts owed.

For all purposes of this Agreement, the term "Affiliate" or "affiliate" shall have the meaning ascribed to such term in Rule 12b-2 under the Exchange Act.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Sellers as of the date hereof as follows:

Section 3.1. Organization. The Purchaser is a limited liability company duly organized and validly existing under the Laws of the State of Florida, and its status is active. The Purchaser has the limited liability company power and authority to own or lease its property and assets and to carry on its business as presently conducted.

Section 3.2. Authorization; Enforceability. The Purchaser has the limited liability company power and authority to execute and deliver this Agreement and any other agreement being executed and delivered by it in connection with the transactions contemplated by this Agreement and to perform its obligations hereunder and thereunder, all of which have been duly authorized by all requisite limited liability company action. This Agreement and any other agreement being executed and delivered by the Purchaser in connection with the transactions contemplated by this Agreement have been duly authorized, executed and delivered by the Purchaser and constitute valid and binding agreements of the Purchaser, enforceable against the Purchaser in accordance with its terms, except (a) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (c) insofar as indemnification and contribution provisions may be limited by applicable Law.

Section 3.3. Non-contravention. Neither the execution and delivery of this Agreement or any other agreement being executed and delivered by the Purchaser in connection with the transactions contemplated by this Agreement nor the performance by the Purchaser of its obligations hereunder or thereunder will: (a) contravene any provision contained in the Purchaser's Articles of Organization or Operating Agreement; or (b) violate or result in a breach (with or without the lapse of time, the giving of notice or both) of or constitute a default under (i) (i) any agreement or other instrument, or (ii) any Law or other restriction of any Governmental Authority, in each case, to which the Purchaser is a party or by which the Purchaser is bound or to which any of its assets or properties are subject, except in the case of clauses (a) and (b) contraventions, violations, breaches or defaults which, individually or in the aggregate, would not result in a material adverse change in the Purchaser's ability to consummate the transactions contemplated by this Agreement.

Section 3.4. No Consents. Other than any required filings under the Exchange Act, no notice to, filing with, or authorization, registration, consent or approval of any Governmental Authority or other person or entity is necessary for the execution, delivery or performance by the Purchaser of this Agreement or the consummation of the transactions contemplated hereby.

Section 3.5. Litigation. There are no legal or regulatory Proceedings relating to the Purchaser, its affiliates, or any of their assets currently pending or threatened in writing against the Purchaser or its affiliates, and there are no outstanding orders, judgments or decrees binding upon the Purchaser or any of its affiliates, in each case which would have the effect of impairing or preventing the Purchaser's or its affiliate's ability to consummate the transactions contemplated by this Agreement.

Section 3.6. Exemption from Securities Act of 1933; Investment Risk; Investment Intent. The Purchaser understands that the Purchased Shares being sold hereunder have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), nor qualified under any state securities Laws, and that they are being sold pursuant to an exemption from such registration and qualification based in part upon the representations of the Purchaser contained herein. The Purchaser is acquiring the Purchased Shares solely for its own account for investment purposes (notwithstanding its operational interests) and not with a view toward the resale, transfer, or distribution thereof. The Purchaser understands that it must bear the economic risk of this investment in the Purchased Shares indefinitely, and is able to bear such risk and is able to afford a complete loss of such investment.

Section 3.7. Legends. The Purchaser understands that legends shall be placed on the certificates evidencing the Purchased Shares to the effect that such shares have not been registered under the Securities Act or applicable state securities Laws, that appropriate notations thereof will be made in the Company's stock books, and that stop transfer instructions on the Purchased Shares will be placed with the transfer agent for such securities.

Section 3.8. Executive Officer and Director. The Purchaser acknowledges that it has been informed by Michael Steiner that Michael Steiner has served as the Chairman of the Board of the Company since December 2012 and as President, Chief Executive Officer and a director of the Company since November 1998.

Section 3.9. Suitability. The Purchaser 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, 2014, Quarterly Reports on Form 10-Q for the quarters ended September 30, 2014 and December 31, 2014, all Current Reports on Form 8-K filed by the Company since July 1, 2014 and Proxy Statement used in connection with the Company's 2014 Annual Meeting of Stockholders. The undersigned has analyzed the risks attendant to an investment in the Purchased Shares and has made its decision to invest in the Purchased 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 the Company. The Purchaser understands that its investment in the Purchased Shares involves a high degree of risk.

Section 3.10. Knowledge and Experience. The Purchaser 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 the transactions contemplated by this Agreement to evaluate the merits and risks of an investment in the Company and to make an informed investment decision with respect thereto. The Purchaser understands that its investment in the Purchased Shares involves a high degree of risk.

Section 3.11. Accredited Investor. The Purchaser is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D of the Securities Act.

Section 3.12. Brokers' and Finders' Fees. The Purchaser has not incurred, nor will the Purchaser incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or the transactions contemplated hereby, for which the Company or either Seller will be liable.

## ARTICLE IV

### CLOSING DELIVERIES

Section 4.1. Deliveries by the Sellers. Simultaneously herewith, the Sellers are delivering or causing to be delivered to the Purchaser the following:

(a) A certificate, dated as of the date hereof and signed on behalf of the Company by its Secretary or other authorized officer, as to the Company Resolutions (as defined below);

(b) Copies of any and all third party consents obtained in connection with the transactions contemplated by this Agreement;

(c) A fully executed copy of the amendment to, or extension of, the Dealer Agreement, dated May 1, 2011, between Pellerin Milnor Corporation and Steiner Atlantic Corporation;

( d ) All stock certificates representing the Purchased Shares and stock powers duly executed by each Seller or other instruments of transfer reasonably requested by the Purchaser evidencing the transfer and assignment of the Purchased Shares to the Purchaser;

( e ) A copy of a written resignation notice duly executed and delivered to the Company by Michael Steiner relating to his resignation as Chairman, Chief Executive Officer and President of the Company but not from any other position with the Company or any of its Subsidiaries;

(f) A copy of the agreement or other instrument terminating that certain Stockholders Agreement, dated December 2, 2013, between the Sellers (the "Steiner Stockholders Agreement"), duly executed by each Seller;

(g) The Stockholders Agreement by and among the Purchaser, Henry M. Nahmad and each Seller in substantially the form attached hereto as Exhibit A (the "Purchaser-Sellers Stockholders Agreement"), duly executed by each Seller; and

( h ) The Non-Competition and Non-Solicitation Agreement by Michael Steiner in favor of the Company and the Purchaser (the "Non-Competition and Non-Solicitation Agreement") in form and substance reasonably acceptable to each of Michael Steiner, the Company and the Purchaser, duly executed by Michael Steiner and, on behalf of the Company, another authorized officer of the Company.

The term "Company Resolutions" means resolutions duly adopted by the Board of Directors of the Company, which shall be in full force and effect as of the date hereof and shall not have been modified, amended, rescinded or withdrawn in any respect following their adoption, (a) approving the transactions contemplated hereby (including the purchase and sale of the Purchased Shares) for purposes of Section 203 of the Delaware General Corporation Law ("Section 203") such that the none of the Purchaser nor any member, manager or other Affiliate of the Purchaser shall be subject to the restrictions or conditions of Section 203 by virtue of the transactions contemplated hereby, (b) approving the Company's execution, delivery and performance of all agreements to be entered into by the Company at the Closing, as set forth in this Article IV, and (c) effective at the Closing, (i) appointing Henry M. Nahmad to the Company's Board of Directors and the taking of all actions in connection therewith, including increasing the size of the Company's Board of Directors to allow for such appointment, (ii) appointing Henry M. Nahmad as Chairman of the Board, Chief Executive Officer and President of the Company, and (iii) appointing Michael Steiner as Executive Vice President of the Company.

Section 4.2. Deliveries by the Purchaser. Simultaneously herewith, the Purchaser is delivering or causing to be delivered to the Sellers the following:

(a) The Purchase Price in accordance with Article I;

( b ) The Purchaser-Sellers Stockholders Agreement, duly executed by Henry M. Nahmad and an authorized officer or manager of the Purchaser; and

( c ) The Non-Competition and Non-Solicitation Agreement, duly executed by an authorized officer of or manager of the Purchaser.

## ARTICLE V

### SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

Section 5.1. Survival of Representations and Warranties. Each of the representations and warranties in ARTICLE II and ARTICLE III shall survive the Closing until the expiration of the applicable statute of limitations. Proceedings arising out of or related to the breach of any representation or warranty contained in this Agreement may only be brought or made if written notice of such claim or Proceeding with a reasonable description of the factual basis for the same (to the extent known to such Party) is given to the indemnifying Party on or before the applicable survival date described in the preceding sentence. The Parties' indemnification obligations under this ARTICLE V shall survive the Closing.

Section 5.2. Indemnification by Sellers. Each of the Sellers, severally and not jointly, shall indemnify and hold harmless the Purchaser and the Purchaser's Indemnified Persons (as hereinafter defined) for, and will pay to the Purchaser and such Indemnified Persons, the amount of, all Damages (as hereinafter defined) to the extent arising from, attributable to, or in connection with any breach of any representation or warranty made by such Seller in ARTICLE II of this Agreement. In no event shall the liability of each Seller hereunder be greater than the Purchase Price for such Seller's Purchased Shares.

Section 5.3. Indemnification by the Purchaser. The Purchaser shall indemnify and hold harmless the Sellers and the Sellers' Indemnified Persons for, and will pay to the Sellers and such Indemnified Persons the amount of, all Damages, to the extent arising from, attributable to, or in connection with any breach of any representation or warranty made by the Purchaser in ARTICLE III of this Agreement. In no event shall the aggregate liability of the Purchaser to either Seller collectively with such Seller's Indemnified Persons hereunder, together with the aggregate liability of the Purchaser to such Seller collectively with such Seller's Indemnified Persons under Section 1.01(d) of the Purchaser-Sellers Stockholders Agreement, be greater than the Purchase Price for such Seller's Purchased Shares.

Section 5.4. Definitions. For purposes of this Agreement, "Indemnified Persons" shall mean, with respect to any Person, such Person's Affiliates and its and their respective officers, directors, owners, managers, members, partners, employees, agents, consultants, advisors, other representatives, heirs, executors and administrators, and "Damages" shall mean any and all loss (including loss of value), liability, claim, damage, cost, fine, deficiency, judgment, award, settlement and expense (including, without limitation, interest, penalties, costs of investigation and defense and the reasonable fees and expenses of attorneys and experts).

Section 5.5. Procedures for Third Party Claims. In the case of any claim for indemnification arising from a claim asserted by a third party (a "Third Party Claim"), the person or entity seeking indemnification pursuant to this Article V (the "Indemnified Party") shall give prompt written notice to the Party from which indemnification is sought pursuant to this Article V (the "Indemnifying Party") of any claim or demand which such Indemnified Party has knowledge and as to which it may request indemnification hereunder; provided, however, that the failure of any Indemnified Party to give such notice shall not relieve any Indemnifying Party of his or its obligations under this Article V, except to the extent that such Indemnifying Party is actually prejudiced by such failure to give prompt written notice. The Indemnifying Party shall have the right to defend and to direct the defense against any such Third Party Claim, in his or its name or in the name of the Indemnified Party, as the case may be, at the expense of the Indemnifying Party, and with counsel selected by the Indemnifying Party, unless counsel to the Indemnified Party shall have reasonably concluded that there is a conflict of interest for such counsel in representing the Indemnified Party and the Indemnifying Party in the conduct of the defense of such Third Party Claim; provided, however, that the Indemnifying Party shall not be entitled to assume the defense of a Third Party Claim unless it has acknowledged and agreed in a separate writing that it is responsible, subject to the limitations of this Article V, for the indemnity giving rise to such Third Party Claim and will defend such Third Party Claim subject to the limitations of this Article V. Notwithstanding anything in this Agreement to the contrary, the Indemnified Party shall, at the expense of the Indemnifying Party, cooperate with the Indemnifying Party, and keep the Indemnifying Party fully informed, in the defense of such Third Party Claim. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel employed at his or its own expense; provided, however, that, in the case of any Third Party Claim or demand described in the second preceding sentence or as to which the Indemnifying Party shall not in fact have employed counsel to assume the defense of such Third Party Claim, the reasonable fees and disbursements of such counsel shall be at the expense of the Indemnifying Party. The Indemnifying Party shall have no indemnification obligations with respect to any such Third Party Claim or demand which is settled by the Indemnified Party without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably conditioned, delayed or withheld.

**ARTICLE VI**

**MISCELLANEOUS**

Section 6.1. Notices. Any and all notices or other communications or deliveries required or permitted to be provided under this Agreement shall be in writing and shall be deemed given and effective on the earliest of (a) the business day following the date of mailing, if sent by nationally recognized overnight courier service, specifying next business day delivery, (b) the third business day following the date of mailing, if sent by certified mail, return receipt requested, postage prepaid, or (c) upon actual receipt by the Party to whom such notice is required to be given if delivered by hand. The address for such notices and communications shall be as follows:

If to Michael Steiner:	Michael S. Steiner 290 N.E. 68th Street Miami, FL 33138
If to Robert Steiner:	Robert M. Steiner 359 29th Avenue San Francisco, CA 94121
If to the Purchaser:	Symmetric Capital LLC c/o EnviroStar, Inc. 290 N.E. 68th Street Miami, FL 33138 Attn.: Henry M. Nahmad

With a copy (which shall not constitute notice) to:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. Museum Tower 150 West Flagler Street, Suite 2200 Miami, FL 33130 Attn.: Eric Solomon
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or, in each case, to such other address as may be designated in writing hereafter, in the same manner, by such Party by prior notice to the other Party or Parties, as the case may be, in accordance with this Section 6.1.

Section 6.2. Expenses; Prevailing Party. Regardless of whether the transactions provided for in this Agreement are consummated, each Party shall pay his or its own expenses (including attorneys' fees) incident to this Agreement and the transactions contemplated herein. Notwithstanding the foregoing, in the event that any Party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing party shall be reimbursed by the losing party or parties for all costs and expenses, including reasonable attorneys' fees and expenses, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

Section 6.3. Governing Law; Waiver of Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal Laws of the State of Florida, without regard to the principles of conflicts of law thereof. Each Party agrees that all legal proceedings concerning the interpretation, enforcement and defense of this Agreement or the transactions contemplated by this Agreement (whether brought against a Party hereto or his or its respective Affiliates, directors, officers, securityholders, members, employees or agents) shall be commenced exclusively in the state or federal courts sitting in the Miami-Dade County, Florida. Each Party hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Miami-Dade County, Florida for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the interpretation or enforcement of this Agreement), and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such court or that such Proceeding is improper. Each Party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such Party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by applicable Law.



TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 6.4. Further Assurances. The Parties agree to make, execute and deliver all such additional and further acts, things, deeds and instruments as the other Parties may reasonably require to document and consummate the transactions contemplated hereby and to vest completely in and insure the other Parties their rights under this Agreement and the other agreements being executed in connection herewith, including in the case of the Purchaser, its rights in the Purchased Shares.

Section 6.5. Assignment; Successors and Assigns; No Third Party Rights. This Agreement may not be assigned by operation of Law or otherwise, and any attempted assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives, and permitted assigns. Except as expressly set forth herein, including with respect to the rights of Indemnified Parties, this Agreement shall be for the sole benefit of the Parties and their respective successors, legal representatives and permitted assigns and is not intended, nor shall be construed, to give any Person, other than the Parties and their respective successors, legal representatives and permitted assigns, any legal or equitable right, remedy or claim hereunder.

Section 6.6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted by facsimile or electronically, and it is the intent of the parties that the facsimile copy (or a photocopy or PDF copy) of any signature printed by a receiving facsimile machine or computer printer shall be deemed an original signature and shall have the same force and effect as an original signature.

Section 6.7. Titles and Headings. The titles and headings in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

Section 6.8. Entire Agreement. This Agreement and the other documents being executed by the parties in connection herewith, including the Purchaser-Sellers Stockholders Agreement and the Non-Competition and Non-Solicitation Agreement, constitutes the entire agreement among the Parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings among them with respect to such matters.

Section 6.9. Amendments; Waiver. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by all of the Parties, or, in the case of a waiver, by the Party or Parties entitled to the benefit of the provision being waived. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right.

Section 6.10. Public Announcement. Any public announcement made by or on behalf of any Party hereto concerning this Agreement or the transactions contemplated hereby or any other aspect of the dealings between the Parties as contemplated hereby must first be approved by the other Party or Parties (any such approval not to be unreasonably withheld or delayed), subject to applicable Law, including, without limitation, the Exchange Act and the rules and regulations promulgated thereunder, provided in any event such Party shall use commercially reasonable best efforts in good faith to consult with the other Party or Parties as to all such public announcements. Michael Steiner shall use his commercially reasonable best efforts to cause the Company to comply with the preceding sentence as if the Company was a party hereto.

Section 6.11. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If any court of competent jurisdiction determines that any covenant, or any part of any covenant is invalid or unenforceable, such covenant shall be enforced to the full extent permitted by such court, and all other covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

**PURCHASER:**

SYMMETRIC CAPITAL LLC

By: /s/ Henry M. Nahmad

Name: Henry M. Nahmad

Title: Manager

**SELLERS:**

/s/ Michael S. Steiner

Michael S. Steiner

/s/ Robert M. Steiner

Robert M. Steiner

Michael S. Steiner  
c/o Steiner-Atlantic Corp.  
290 N.E. 68th Street  
Miami, Florida 33138-5567

March 6, 2015

Mr. Robert M. Steiner  
315 Cornwall Street  
San Francisco, California 94118

Re: Termination of Stockholders Agreement

Dear Bob:

Reference is made to that certain Stockholders' Agreement, dated as of December 2, 2013, by and between Michael S. Steiner and Robert M. Steiner (the "Stockholders' Agreement"). Capitalized terms used in this letter agreement and not otherwise defined herein have the respective meanings ascribed thereto in the Stockholders' Agreement.

This letter will confirm the understanding and agreement of Michael S. Steiner and Robert M. Steiner that the Stockholders' Agreement shall terminate effective simultaneous with the execution and delivery of the Stockholders Agreement, dated as of the date hereof, by and among Symmetric Capital LLC, a Florida limited liability company, Henry M. Nahmad, Michael S. Steiner and Robert M. Steiner (the "New Stockholders' Agreement"). This letter agreement is subject to, and contingent upon, the execution and delivery of the New Stockholder's Agreement.

This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This letter agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and there are no representations, warranties, covenants or understandings relating to the subject matter hereof other than those expressly set forth herein. No amendment or modification of any of the terms or provisions of this letter agreement shall be valid unless in writing and signed by Michael S. Steiner and Robert M. Steiner, and no waiver of any of the terms or provisions of this letter agreement shall be valid unless in writing and signed by the party waiving such terms or provisions. No waiver of a breach or performance of any provision hereof shall be deemed a waiver of any subsequent breach or default of any kind or nature. The invalidity or unenforceability of any provision of this letter agreement, or part of any provision of this letter agreement, shall not affect the other provisions or parts hereof, and this letter agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted. This letter agreement may be executed (including by facsimile or email (pdf) transmission) in two or more counterparts, each of which shall be considered to be an original, but all of which, when taken together, shall constitute one and the same instrument. This letter agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without giving effect to conflicts of laws principles thereof, or any other laws the effect of which would be to apply the laws of any state or jurisdiction other than the State of Delaware. Each of Michael S. Steiner and Robert M. Steiner hereby consents and agrees 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 under this letter agreement. Neither of Michael S. Steiner nor Robert M. Steiner shall raise, and each of Michael S. Steiner and Robert M. Steiner hereby expressly waives, any objection or defense to any such jurisdiction and venue as an inconvenient forum. Each of Michael S. Steiner and Robert M. Steiner 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 of Michael S. Steiner and Robert M. Steiner 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 letter agreement. **In any action, suit or proceeding in any jurisdiction brought with respect to this letter agreement, each of Michael S. Steiner and Robert M. Steiner.**

Sincerely,

/s/ Michael S. Steiner  
Michael S. Steiner

Consented to and Agreed:

/s/ Robert M. Steiner  
Robert M. Steiner

**STOCKHOLDERS AGREEMENT**

This Stockholders Agreement (this "**Agreement**"), dated as of March 6, 2015, is entered into by Symmetric Capital LLC, a Florida limited liability company (the "**Purchaser**"), Henry M. Nahmad ("**Nahmad**"), Michael S. Steiner and Robert M. Steiner. Michael Steiner and Robert Steiner are sometimes hereinafter referred to individually as a "**Seller**" and collectively as the "**Sellers**." The Sellers, the Purchaser and Nahmad are sometimes hereinafter referred to individually as a "**Stockholder**" and collectively as the "**Stockholders**."

**RECITALS**

WHEREAS, the Purchaser and the Sellers have entered into that certain Stock Purchase Agreement of even date herewith (the "**Purchase Agreement**"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement) pursuant to which the Purchaser is acquiring from the Sellers shares of Common Stock, par value \$0.025 per share ("**Common Stock**"), of EnviroStar, Inc., a Delaware corporation (the "**Company**"), representing in the aggregate approximately 40.4% of the shares of the Company's Common Stock on a fully diluted basis;

WHEREAS, immediately following the consummation of the transactions contemplated by the Purchase Agreement, the Sellers will continue to own, directly or indirectly, shares of the Company's Common Stock representing approximately 9.9% of shares of the Company's Common Stock on a fully diluted basis; and

WHEREAS, in connection with their entry into the Purchase Agreement and the consummation of the transactions contemplated thereby, the Purchaser and the Sellers have agreed to enter into this Agreement, which sets forth certain terms and conditions relating to, among other things, the ownership, transfer and voting of the shares of the Company's Common Stock owned by them.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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**ARTICLE I**  
**Voting**

**Section 1.01 Sellers Covenants to Vote.**

(a) Each Seller hereby agrees to vote or cause to be voted or consent or cause to be consented, with respect to all matters submitted to a vote or consent, as the case may be, of the Company's stockholders at any time during the term of this Agreement, whether the matter is brought before any meeting of the stockholders of the Company however called, proposed to be taken by written consent of the stockholders of the Company or otherwise, all of the shares of Common Stock owned or held by such Seller, directly or indirectly (collectively, the "**Seller Shares**"), as directed by the Manager of the Purchaser. For the avoidance of doubt, the term "**Seller Shares**" shall include all shares of the Company's Common Stock owned or held by the Sellers, directly or indirectly, as of the date hereof (after giving effect to the purchase and sale transaction contemplated by the Purchase Agreement) and all shares subsequently acquired by either Seller by any means, including, without limitation, upon exercise of any stock option, warrant or similar purchase right. The term "**Manager of the Purchaser**" shall mean Nahmad or, if applicable, an entity under his majority control as contemplated by the proviso in Section 4.01(d), in each case in his or its capacity as Manager of the Purchaser.

(b) In furtherance of the voting agreement of the Sellers contained in Section 1.01(a), each Seller hereby constitutes and appoints as the proxy of such Seller, and hereby grants a power of attorney to, the Manager of the Purchaser, with full power of substitution, with respect to all matters submitted to a vote or consent of the Company's stockholders as contemplated by the foregoing Section 1.01(a). Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the parties in connection with the transactions contemplated by the Purchase Agreement and this Agreement, including the agreements to vote set forth in this Article I, and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates pursuant to Article IV.

(c) Each Seller hereby revokes any and all previous proxies or powers of attorney with respect to the Seller Shares and shall not hereafter, unless and until this Agreement terminates pursuant to Article IV, purport to grant any other proxy or power of attorney with respect to any of the Seller Shares, deposit any of the Seller Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person or entity, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Seller Shares.

(d) The Purchaser shall indemnify and hold harmless each Seller and each of their Indemnified Persons (as such term is defined in the Purchase Agreement, except that for purposes of this Agreement, none of the Company nor any subsidiary of the Company shall be deemed an Indemnified Person of either Seller) from, against and in respect of any loss (excluding loss of value of the Seller Shares), liability, claim, damage, cost, fine, deficiency, judgment, award, settlement and expense (including, without limitation, interest, penalties, costs of investigation and defense and the reasonable fees and expenses of attorneys and experts) (collectively, “**Indemnifiable Expenses**”) incurred directly by such Seller or Seller Indemnified Person in connection with any claim asserted by an unaffiliated third party against such Seller or Seller Indemnified Person based upon the voting of the Seller Shares by the Manager of the Purchaser or its designee pursuant to the proxy and power of attorney granted under Section 1.01(b). Notwithstanding the foregoing, the aggregate liability of the Purchaser to any Seller collectively with such Seller’s Indemnified Persons under this Section 1.01(d), together with the aggregate liability of the Purchaser to such Seller collectively with such Seller’s Indemnified Persons under Section 5.3 of the Purchase Agreement, shall not exceed the Purchase Price (as such term is defined in the Purchase Agreement) for such Seller’s Purchased Shares (as such term is defined in the Purchase Agreement). In addition, for the avoidance of doubt, the indemnification contemplated by this Section 1.01(d) shall not apply to any Indemnifiable Expenses incurred in connection with such Seller’s or Seller Indemnified Person’s capacity as a director, officer or employee of the Company.

**Section 1.02 Purchaser and Nahmad Covenants to Vote.** Each of the Purchaser and Nahmad hereby agrees to vote or cause to be voted or consent or cause to be consented, at any meeting of the stockholders of the Company however called at which Michael Steiner is proposed to be elected to the Company’s Board of Directors, or pursuant to a written consent of the stockholders of the Company relating to the election of Michael Steiner to the Company’s Board of Directors, all of the shares of Common Stock owned or held by it or him, directly or indirectly (collectively, the “**Purchaser Shares**”), in favor of the election of Michael Steiner to the Company’s Board of Directors; provided Michael Steiner is willing and able to serve, and has consented to serve, as a director of the Company for the applicable directorship term; provided, further that the obligations of the Purchaser and Nahmad under this Section 1.02 shall terminate automatically and forever upon the earliest of (i) the fifth anniversary of the date hereof, (ii) such time, if any, as Michael Steiner, Robert Steiner and their respective Affiliates collectively own less than 5% of shares of the Company’s Common Stock on a fully diluted basis, and (iii) the occurrence of any Termination Event (as hereinafter defined). For the avoidance of doubt, the term “**Purchaser Shares**” shall include all shares of the Company’s Common Stock owned or held by either the Purchaser or Nahmad, directly or indirectly, whether owned or held by the Purchaser or Nahmad as of the date hereof (after giving effect to the purchase and sale transaction contemplated by the Purchase Agreement) or subsequently acquired by either of them, including, without limitation, upon exercise of any stock option, warrant or similar purchase right.



**ARTICLE II**  
**Transfer**

**Section 2.01 General Restrictions on Transfer of Seller Shares.**

(a) Except as otherwise expressly permitted pursuant to this Article II, no Seller shall Transfer (as hereinafter defined) any Seller Shares without the prior written consent of the Purchaser, which consent may be granted or withheld in the sole and absolute discretion of the Purchaser.

(b) For all purposes of this Agreement, the term “**Transfer**” means, as a noun, any direct or indirect, voluntary or involuntary transfer, sale, pledge, encumbrance, assignment, hypothecation, gift, or other disposition and, as a verb, to voluntarily or involuntarily, directly or indirectly, transfer, sell, assign, pledge, encumber, hypothecate, give, or otherwise dispose of, any of the Seller Shares or Purchaser Shares, as the case may be. In addition, with respect to any Seller or Purchaser that is an entity, any Transfer by any equity holder of such entity of his or its equity interests in such entity, or the issuance of any additional equity interests in such entity, shall be deemed to be a Transfer for purposes of this Agreement.

**Section 2.02 Permitted Transfers.** A Seller shall be free at any time (without the consent of the Purchaser but, in the case of clauses (i), (ii), (iv) of this sentence, upon at least five business days advance written notice to the Purchaser) to Transfer all or any portion of his or its Seller Shares: (i) in the case the transferring Seller is a natural person, to a trust or estate, limited liability company, limited partnership or similar vehicle owned or controlled by such Seller; (ii) in the case of a transferring Seller that is not a natural person, to (A) such Seller’s equity holders on dissolution of such Seller or (B) a wholly owned subsidiary of such Seller; (iii) in the case of any Seller, to the Purchaser (whether pursuant to the provisions of this Article II or otherwise); and (iv) in the case of Robert Steiner, to Michael Steiner. Seller Shares owned or held by a Seller who is a natural person may also be Transferred upon such Seller’s death or involuntarily by operation of law. In addition, Seller Shares may be Transferred pursuant to a merger, consolidation or other business combination involving the Company’s Common Stock that has been approved by the Company’s Board of Directors and otherwise in compliance with all applicable laws, rules and regulations. Notwithstanding the foregoing, in the case of any Transfer permitted under this Section 2.02 (other than a permitted Transfer pursuant to the preceding sentence or clauses (iii) and (iv) of this Section 2.02), it shall be a condition to such Transfer that such transferee agrees, by executing a joinder agreement in substantially the form attached hereto as Exhibit A (y) to be bound by this Agreement as a Seller with respect to all of the Seller Shares Transferred to such transferee, and (z) that all of the Seller Shares Transferred to such transferee remain subject to this Agreement and all of the terms, conditions and restrictions hereof as Seller Shares.

### Section 2.03 Right of First Refusal.

(a) If, following the date which is one year after the date hereof, a Seller (such Seller, an "**Offering Stockholder**") receives a bona fide offer (the "**Offer**") from any unaffiliated third party (a "**Third Party Purchaser**") to purchase any or all of the Seller Shares owned by such Seller (the "**Offered Shares**") and the Offering Stockholder desires to Transfer the Offered Shares to the Third Party Purchaser pursuant to such Offer, then the Offering Stockholder must first make an offering of the Offered Shares to the Purchaser in accordance with the provisions of this Section 2.03.

(b) The Offering Stockholder shall, within five business days after receipt of the Offer from the Third Party Purchaser, give written notice (the "**Offering Stockholder Notice**") to the Purchaser stating that it has received a bona fide offer from a Third Party Purchaser and specifying:

(i) the number of Offered Shares proposed to be Transferred by the Offering Stockholder;

(ii) the identity of the Third Party Purchaser;

(iii) the per share purchase price and the other material terms and conditions of the Transfer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and

(iv) the proposed date, time and location of the closing of the Transfer, which shall not be less than 60 days from the date of the Offering Stockholder Notice.

The Offering Stockholder Notice shall constitute the Offering Stockholder's offer to Transfer the Offered Shares to each ROFR Purchaser (as hereinafter defined), which offer shall be irrevocable for the ROFR Notice Period (as hereinafter defined).

(c) Notwithstanding anything to the contrary contained herein, the Purchaser's right of first refusal contemplated by this Section 2.03 shall be assignable by the Purchaser to the Company, Nahmad or any other Affiliate of the Purchaser.

(d) Upon receipt of the Offering Stockholder Notice, the Purchaser and, if applicable, its assignee under this Section 2.03 (the "**ROFR Purchaser**") shall have thirty days (the "**ROFR Notice Period**") to elect, in its sole discretion, to purchase all, but not less than all, of the Offered Shares on the terms specified in the Offering Stockholder Notice (subject to the right of the ROFR Purchaser pursuant to Section 2.03(e) below to pay the purchase price solely in cash), by delivering a written notice of such election (a "**ROFR Notice**") to the Offering Stockholder. Any ROFR Notice shall be binding upon delivery and irrevocable by the ROFR Purchaser.

(e) If the ROFR Purchaser elects to purchase all, but not less than all, of the Offered Shares pursuant to this Section 2.03, the ROFR Purchaser and the Offering Stockholder shall take all actions as may be reasonably necessary to consummate the purchase and sale of such Offered Shares, including entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate, and making all payments in connection therewith, within 30 days after delivery of the ROFR Notice (or if such 30 day period expires during a period in which “insiders” of the Company are prohibited from purchasing or selling securities of the Company and such prohibition applies to the exercise of the ROFR Purchaser’s rights hereunder, within 10 days following the expiration of such restricted period). Notwithstanding anything to the contrary contained herein, if all or any portion of the consideration proposed to be paid by the Third Party Purchaser for the Offered Shares as set forth in the Offering Stockholder Notice is other than cash, the ROFR Purchaser shall have the option exercisable in its sole discretion by specifying the same in the ROFR Notice to pay the purchase price solely in cash, in which case the fair market value of the proposed non-cash consideration shall be determined in good faith by the disinterested members of the Company’s Board of Directors. All cash payments shall be paid by certified check or by wire transfer of immediately available funds to an account designated in writing by the Offering Stockholder to the ROFR Purchaser.

(f) If the ROFR Purchaser does not elect in an ROFR Notice delivered during the ROFR Notice Period to purchase all, but not less than all, of the Offered Shares, (i) the Purchaser and, if applicable, ROFR Purchaser shall be deemed to have waived their rights to purchase the Offered Shares under this Section 2.03, and (ii) the Offering Stockholder may, during the 60-day period immediately following the expiration of the ROFR Notice Period and subject to Section 2.03(g), Transfer to the Third Party Purchaser all but not less than all of the Offered Shares on terms and conditions no more favorable to the Third Party Purchaser than those set forth in the Offering Stockholder Notice. If the Offering Stockholder does not Transfer the Offered Shares within such period, the rights provided under this Section 2.03 shall be deemed to be revived and the Offered Shares shall not be Transferred to the Third Party Purchaser or otherwise pursuant to this Section 2.03 unless the Offering Stockholder sends a new Offering Stockholder Notice in accordance with, and otherwise complies with, this Section 2.03.

(g) Notwithstanding anything to the contrary contained herein, it shall be a condition to any Transfer of Offered Shares pursuant to this Section 2.03 that the Third Party Purchaser to whom or which the Offered Shares are Transferred agrees, by executing a joinder agreement in substantially the form attached hereto as Exhibit A, (i) to be bound by this Agreement as a Seller with respect to all of the Offered Shares Transferred to such Third Party Purchaser, and (ii) that all of the Offered Shares Transferred to such Third Party Purchaser remain subject to this Agreement and all of the terms, conditions and restrictions hereof as Seller Shares.

#### Section 2.04 Special Call Right.

(a) The Purchaser shall be entitled to purchase all, but not less than all, of the Seller Shares (such right to purchase the Seller Shares, the “**Special Call Right**”) in the event of (i) Michael Steiner’s death or Disability (as defined below) at any time during the term of this Agreement or (ii) a Termination Event (as defined below). The Purchaser may only exercise the Special Call Right by sending written notice of such exercise (a “**Special Call Right Notice**”) to the Sellers (x) in the case of exercise relating to a Termination Event, prior to the later of the first anniversary of the date hereof and the date which is 30 days after the Termination Event, and (y) in the case of exercise relating to Michael Steiner’s death or Disability, the date that is 120 days following the date of Michael Steiner’s death or Disability; provided in each case that if the period for exercising the Special Call Right expires during a period in which “insiders” of the Company are prohibited from purchasing or selling securities of the Company and such prohibition would apply to the exercise of the Special Call Right, the period for exercising the Special Call Right shall be extended until the tenth day following the expiration of such restricted period.

The term “Disability” means Michael Steiner’s disability, legal, physical, mental or otherwise, that would preclude or materially limit his ability to take any required action with respect to the Seller Shares hereunder for any consecutive 90-day period. If disputed, any physical or mental Disability shall be determined by a medical doctor approved by the Purchaser and the Company’s Board of Directors. Michael Steiner shall submit to a reasonable number of examinations by the medical doctor making any such determination of Disability and hereby authorizes the disclosure and release to the medical doctor of all supporting medical records. If disputed, any legal disability shall be determined by a court of competent jurisdiction.

The term “Termination Event” shall mean the cessation of Michael Steiner’s employment with the Company due to a termination by the Company for Cause (as defined below) or a voluntary resignation by Michael Steiner without Good Reason (as defined below), in each case only during the one-year period commencing on the date hereof.

The term “Cause” shall have the meaning set forth in any employment agreement between the Company and Michael Steiner in effect as of the date of termination of his employment with the Company, or if no such employment agreement is in effect, then “Cause” shall mean, with respect to Michael Steiner: (i) the breach of fiduciary duty or willful misconduct with respect to the Company or any of its Affiliates, which results or is reasonably likely to result in material harm to the Company or any of its Affiliates, provided that Michael Steiner shall be entitled to (A) written notice within 10 calendar days of such breach or action and (B) an opportunity to cure such breach or action to the reasonable satisfaction of the Company’s Board of Directors during a period of 30 calendar days following notice of such breach or action; (ii) the commission of an act of fraud with respect to the Company or any of its Affiliates, which results or is reasonably likely to result in material harm to any of such persons; provided that Michael Steiner shall be entitled to (A) written notice within 10 calendar days of such act and (B) an opportunity to cure such act to the reasonable satisfaction of the Company’s Board of Directors during a period of 30 calendar days following notice of such act; or (iii) the conviction of or plea of guilty or nolo contendere to a felony carrying mandatory jail time of more than twelve (12) months.

The term “Good Reason” shall have the meaning set forth in any employment agreement between the Company and Michael Steiner in effect as of the date of his resignation, or if no such employment agreement is in effect, then “Good Reason” shall mean Michael Steiner’s resignation from his employment with the Company due to: (i) a material breach by the Company of any material obligation owed to Michael Steiner in connection with his employment with the Company (including the failure of the Company to pay any amount, or to provide any benefit, to which Michael Steiner may be entitled from time to time), excluding for this purpose any breach which is remedied by the Company within 30 calendar days after receipt of written notice thereof given by Michael Steiner; (ii) the assignment to Michael Steiner of any duties inconsistent in any material respect with the Michael Steiner’s position (including status, titles and reporting requirements), authority, duties or responsibilities (in each case as compared to the same as they exist immediately following the consummation of the transactions contemplated by the Purchase Agreement), or any other action or omission by the Company that results in a material diminution in such position, title, authority, duties or responsibilities (in each case as compared to the same as they exist immediately following the consummation of the transactions contemplated by the Purchase Agreement), excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company within 30 calendar days after receipt of written notice thereof given by Michael Steiner; or (iii) the relocation of Michael Steiner’s principal place of work to a location that is greater than 50 miles from the Company’s current principal executive office located in Miami, Florida.

(b) If the Purchaser elects to exercise the Special Call Right, whether pursuant to Section 2.04(a)(i) or (ii), the purchase price for the Seller Shares shall equal the Fair Market Value (as hereinafter defined) of the Seller Shares. Such purchase price shall be allocated among the Sellers in proportion to the number of Seller Shares owned by each of them compared to the total number of Seller Shares, and the portion of the purchase price to be paid to each Seller shall be paid in cash by certified or cashier’s check or by wire transfer of immediately available funds to the account designated in writing by such Seller.

The “Fair Market Value” of the Seller Shares shall equal the number of Seller Shares to be purchased by the Purchaser pursuant to the Special Call Right multiplied by the Current Per Share Market Price (as hereinafter defined) of the Company’s Common Stock. The “Current Per Share Market Price” of the Company’s Common Stock shall be deemed to be the average of the daily closing prices per share of the Company’s Common Stock for the 30 consecutive trading days immediately prior to, but not including, the date of the Special Call Right Notice; provided, however, that the Current Per Share Market Price shall be appropriately adjusted in the event that, during the 30-day trading period referenced above, (i) a dividend or distribution on the Company’s Common Stock is paid in shares of the Company’s Common Stock or securities convertible into such shares or (ii) any subdivision, combination or reclassification of the Company’s Common Stock is effected. The closing price for each day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal national securities exchange on which the Company’s Common Stock is listed for trading at the relevant time, or if the Company’s Common Stock is not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by Nasdaq or such other system then in use, or if the Company’s Common Stock is not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker selected by the Company’s Board of Directors making a market in the Company’s Common Stock. Notwithstanding the foregoing, if the Company’s Common Stock is not publicly held or not so listed or traded, or is not the subject of available bid and asked quotes, in each case at any time during the 30-day trading period described in this paragraph, then the “Fair Market Value” of the Seller Shares shall mean the fair value of such shares as determined in good faith by the disinterested members of the Company’s Board of Directors, whose determination shall be described in a written statement delivered to the Purchaser and the Sellers.

(c) Within ten days after the date of the Special Call Right Notice (or to the extent applicable pursuant to the preceding paragraph, within ten days after the delivery to the Purchaser and the Sellers of the determination by the Company's Board of Directors of the Fair Market Value of the Seller Shares), the closing of the Transfer pursuant to the Special Call Right shall be held at which (i) the Sellers shall Transfer the Seller Shares to the Purchaser, and in connection therewith, execute and deliver any and all stock certificates, stock powers and other documentation necessary to effect or evidence the Transfer, and (ii) the Purchaser shall pay to the Sellers the applicable purchase price for the Seller Shares in accordance with Section 2.04(b).

(d) Notwithstanding anything to the contrary contained herein, the Special Call Right shall be assignable by the Purchaser to the Company, Nahmad or any other Affiliate of the Purchaser, in which case such assignee shall be substituted for the Purchaser for purposes of the provisions of this Section 2.04 as applicable.

**Section 2.05 Condition to Transfer of Purchaser Shares.** For so long as the Purchaser and Nahmad are required to vote for the election of Michael Steiner to the Company's Board of Directors in accordance with Section 1.02 (such period, the "**Purchaser Share Restricted Period**"), it shall be a condition to any Transfer of the Purchaser Shares that the transferee agrees, by executing a joinder agreement in substantially the form attached hereto as Exhibit A, (i) to be bound by this Agreement as a Purchaser with respect to all of the Purchaser Shares Transferred to such transferee, and (ii) that all of the Purchaser Shares Transferred to such transferee remain subject to this Agreement and all of the terms, conditions and restrictions hereof as Purchaser Shares.

## Section 2.06 Drag-Along and Tag-Along Rights.

(a) If the Purchaser elects to sell (either in a single or a series of related transactions) shares representing 25% or more of the Purchaser Shares (such Purchaser Shares desired to be so Transferred, the “**Transferor Shares**”) to an unaffiliated third party (a “**Drag-Tag Buyer**”), then, at least 30 days prior to the date upon which the Purchaser intends to consummate such Transfer, the Purchaser shall give written notice thereof which notice shall set forth the consideration to be paid by the Drag-Tag Buyer, and the other material terms and conditions of such transaction (such notice, the “**Transferor Notice**”) to each Seller, and such notice may also include notice to the Sellers that the Purchaser desires (the “**Drag-Along Right**”) that each such Seller Transfer in the transaction the percentage of his, her or its Seller Shares equal to the percentage of the Transferor Shares being Transferred in the transaction compared to all of Purchaser Shares owned by the Purchaser at that time (the “**Ratable Percentage Shares**”) and on the same terms and conditions, including price, upon which the Purchaser is Transferring the Transferor Shares. The Sellers shall, subject to the provisions of this Section 2.06, consent to and raise no objections against such Transfer by the Purchaser and, if requested to do so by the Purchaser in the Transferor Notice, Transfer their respective Ratable Percentage Shares, subject to the provisions of this Section 2.06, on the same terms and conditions upon which the Purchaser is Transferring the Transferor Shares.

(b) If the Purchaser proposes to sell Transferor Shares pursuant to any transaction or series of related transactions as to which the Purchaser would be entitled to exercise the Drag-Along Right but the Purchaser does not so elect to exercise the Drag-Along Right, then, as a condition to such Transfer, each Seller shall have the right (the “**Tag-Along Right**”) to sell to the Drag-Tag Buyer, at such Seller’s option, such Seller’s Ratable Percentage Shares (as calculated in the same manner as set forth in Section 2.06(a)), on the same terms and conditions and at the same price as are applicable to the Transferor Shares. In the event that the Tag-Along Right applies with respect to a proposed Transfer of Transferor Shares, then (i) the Purchaser shall provide notice thereof in the Transferor Notice and (ii) each Seller shall have 30 days following receipt of the Transferor Notice to elect to sell all or a portion of such Seller’s Ratable Percentage Shares. The failure of a Seller to notify the Purchaser of its election of the Tag-Along Right within such 30 day period shall be deemed to constitute a waiver of such Seller’s Tag-Along Right with respect to such Transfer. If the Drag-Tag Buyer is unwilling to purchase the Transferor Shares and all of the Seller Shares desired to be sold by Sellers exercising the Tag-Along Right, then, at the Purchaser’s sole option, either (i) the transaction shall not be consummated or (ii) each of the Transferor Shares and the Seller Shares desired to be sold in the transaction by Sellers exercising the Tag-Along Right shall be ratably reduced to equal an amount of shares determined by multiplying the Transferor Shares or the applicable Seller Shares, as the case may be, by a fraction, the numerator of which is the total number of shares which the Drag-Tag Buyer agrees to purchase in the transaction and the denominator of which is the total number of Transferor Shares and Seller Shares desired to be sold in the transaction.

(c) If the Purchaser exercises the Drag-Along Right, each Seller shall, and each Seller who exercises the Tag-Along Right shall, take such actions as reasonably necessary to consummate the applicable transaction, including, without limitation, to execute and deliver a definitive purchase and sale (or other similar) agreement, in substantially the same form and substance as the definitive agreement executed and delivered by the Purchaser; provided, that (i) if the Purchaser exercises the Drag-Along Right, no Seller will be required to provide representations and warranties other than several (and not joint) representations and warranties, and indemnities with respect thereto, substantially similar in scope and substance (other than to conform the same to the applicable transaction) to the representations and warranties made by the Sellers in Sections 2.1 through 2.7 of the Purchase Agreement, and the indemnities given by the Sellers with respect thereto, and (ii) if the Tag-Along Right is exercised, (A) the representations and warranties relating specifically to a Seller participating in the transaction shall be made only by such Seller and any indemnification provided by any Seller participating in the transaction with respect to the Company, if any, shall be based on the shares being Transferred by each of them *vis a vis* all of the shares in the Company being Transferred in the transaction, on a several, not joint, basis, (B) no Seller shall be required to provide any indemnity in such transaction that provides for liability to such Seller in excess of the amount of proceeds actually received by such Seller in such transaction, and (C) each of the Purchaser and each Seller participating in the transaction shall bear its pro rata share of the costs of the transactions based on the net proceeds to be received by each such person in connection with the transaction to the extent such costs are incurred for the benefit of persons selling shares in the transaction and are not paid by the Drag-Tag Buyer.

(d) The Purchaser shall have 120 days following the date of the Transferor Notice in which to consummate a transaction subject to this Section 2.06 on the terms set forth in the Transferor Notice (which 120-day period shall be extended for a reasonable time to the extent reasonably necessary to obtain any regulatory approvals or if necessary to enable the Purchaser and any Seller as an insider of the Company to engage in a transaction in the securities of the Company). If at the end of such period, the Purchaser has not completed the transaction other than as a result of any action or inaction by a Seller in breach of this Agreement, the Purchaser may not then effect a transaction subject to this Section 2.06 without again fully complying with the provisions of this Section 2.06.



**ARTICLE III**  
**Representations and Warranties**

**Section 3.01 Representations and Warranties.** Each Seller, severally and not jointly, represents and warrants to the Purchaser and Nahmad, and each of the Purchaser and Nahmad, severally and not jointly, represents and warrants to the Sellers, that:

- (a) if such Stockholder is not a natural person, such Stockholder is duly organized and validly existing in good standing under the laws of the jurisdiction in which it is formed, and has the requisite power and authority to own its properties and to carry on its business as now being conducted;
- (b) if such Stockholder is a natural person, such Stockholder is under no impairment or other disability, legal, physical, mental or otherwise, that would preclude or limit the ability of the Seller to enter into this Agreement or perform his obligations hereunder;
- (c) such Stockholder has the requisite power and authority to enter into and perform its or his obligations under this Agreement;
- (d) the execution and delivery of this Agreement by such Stockholder have been duly authorized and, except for filings required under the Exchange Act, no further filing, consent, or authorization is required;
- (e) this Agreement has been duly executed and delivered by such Stockholder, and constitutes the legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with the terms hereof, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies;
- (f) the execution, delivery and performance of this Agreement and the consummation by such Stockholder of the transactions contemplated hereby do not and will not: (i) if such Stockholder is not a natural person, result in a violation of the organizational documents of such Stockholder; (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Stockholder is a party or by which such Stockholder is bound or to which any of its or his assets or properties are subject; or (iii) result in a violation of any Law applicable to such Stockholder or by which any of his or its assets or properties is bound or affected; and
- (g) except for this Agreement, the Purchase Agreement and any agreements or arrangements that were terminated prior to the consummation of the transactions contemplated by the Purchase Agreement, such Stockholder has not entered into or agreed to be bound by any other agreements or arrangements of any kind with any other party with respect to the shares of the Company's Common Stock owned or held by such Stockholder, including agreements or arrangements with respect to the acquisition or disposition of such shares or any interest therein or the voting of such shares.

**ARTICLE IV**  
**Term and Termination**

**Section 4.01 Termination.** The term of this Agreement shall commence on the date hereof and shall terminate upon the earliest of (a) such time, if any, as no Seller Shares remain subject to this Agreement, (b) the dissolution, liquidation, or winding up of the Company, (c) such time, if any, as the holder(s) of a majority of the Purchaser Shares elect to terminate this Agreement by providing written notice of such termination to the Sellers, (d) the date that Nahmad is no longer the sole Manager of the Purchaser; provided that this Agreement will not be subject to termination under this clause (d) if an entity over which Nahmad has majority control is the sole Manager of the Purchaser or Nahmad or any such majority controlled entity otherwise continues to have majority control over the Purchaser, or (e) the fifth anniversary of the date hereof; provided, however, that solely in the case of clause (e), if any period for giving notice or exercising a right or option under, or otherwise complying with the provisions of or completing a transaction (or, if applicable, series of related transactions), under, Sections 2.03, 2.04 or 2.06 is in effect on the fifth anniversary of the date hereof, then solely with respect to such transaction (or, if applicable, series of related transactions), the provisions of Sections 2.03, 2.04 and 2.06, as the case may be, and the Parties' respective obligations thereunder shall survive the termination of this Agreement in accordance with their terms.

**ARTICLE V**  
**Miscellaneous**

**Section 5.01 Expenses; Prevailing Party.** Each Party shall pay his or its own expenses (including attorneys' fees) incident to this Agreement and the transactions contemplated herein. Notwithstanding the foregoing, in the event that any Party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the prevailing party shall be reimbursed by the losing party or parties for all costs and expenses, including reasonable attorneys' fees and expenses, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

**Section 5.02 Notices.** Any and all notices or other communications or deliveries required or permitted to be provided under this Agreement shall be in writing and shall be deemed given and effective on the earliest of (a) the business day following the date of mailing, if sent by nationally recognized overnight courier service, specifying next business day delivery, (b) the third business day following the date of mailing, if sent by certified mail, return receipt requested, postage prepaid, or (c) upon actual receipt by the Party to whom such notice is required to be given if delivered by hand. The address for such notices and communications shall be as follows:

If to Michael Steiner: Michael S. Steiner  
290 N.E. 68th Street  
Miami, FL 33138

If to Robert Steiner: Robert M. Steiner  
359 29th Avenue  
San Francisco, CA 94121

If to the Purchaser  
and/or Nahmad: Henry M. Nahmad  
290 N.E. 68th Street  
Miami, FL 33138

In the case of notices  
to both the Purchaser and  
Nahmad, with a copy  
(which shall not constitute  
Notice) to: Stearns Weaver Miller Weissler Alhadeff &  
Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, FL 33130  
Attn.: Eric Solomon

or, in each case or in the case of a subsequently admitted Party to this Agreement, to such other address as may be designated in writing hereafter, in the same manner, by such Party by prior notice to the other Party or Parties, as the case may be, in accordance with this Section 5.02.

**Section 5.03 Governing Law; Waiver of Jury Trial.** All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal Laws of the State of Florida, without regard to the principles of conflicts of law thereof. Each Party agrees that all legal proceedings concerning the interpretation, enforcement and defense of this Agreement or the transactions contemplated by this Agreement (whether brought against a Party hereto or his or its respective Affiliates, directors, officers, securityholders, members, employees or agents) shall be commenced exclusively in the state or federal courts sitting in the Miami-Dade County, Florida. Each Party hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Miami-Dade County, Florida for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the interpretation or enforcement of this Agreement), and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such court or that such Proceeding is improper. Each Party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such Party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by applicable Law.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

**Section 5.04 Titles and Headings.** The titles and headings in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

**Section 5.05 Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If any court of competent jurisdiction determines that any term or provision hereof, or any part of any such term or provision is invalid or unenforceable, such term or provision, or part thereof, shall be enforced to the full extent permitted by such court, and all other terms and provisions shall not thereby be affected and shall be given full effect, without regard to the invalid provisions or portions.

**Section 5.06 Entire Agreement.** This Agreement, the Purchase Agreement and the other documents being executed by the parties in connection with the Purchase Agreement constitute the entire agreement of the Parties with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

**Section 5.07 Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, legal representatives, and permitted assigns and, to the extent set forth herein, transferees.

**Section 5.08 No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon any person or entity other than the Parties hereto and their respective heirs, successors, legal representatives, and permitted assigns and, to the extent set forth herein, transferees, any rights or remedies under or by reason of this Agreement.

**Section 5.09 Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the holder(s) of a majority of the Seller Shares then subject to this Agreement and the holder(s) of a majority of the Purchaser Shares then subject to this Agreement. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 5.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted by facsimile or electronically, and it is the intent of the parties that the facsimile copy (or a photocopy or PDF copy) of any signature printed by a receiving facsimile machine or computer printer shall be deemed an original signature and shall have the same force and effect as an original signature.

**Section 5.11 Further Assurances.** The Parties hereto shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Parties (in particular, the party or parties whose rights and privileges may be affected or at issue) may reasonably request or require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

**Section 5.12 Equitable Remedies.** Each Party hereto acknowledges that the other Party or Parties hereto would be irreparably damaged in the event of a breach or threatened breach by such Party of any of its obligations under this Agreement and hereby agrees that in the event of a breach or a threatened breach by such Party of any such obligations, each of the other Parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach under this Agreement, at law or in equity, be entitled to an injunction from a court of competent jurisdiction (without any requirement to post bond) granting specific performance by such Party of its obligations under this Agreement.

**Section 5.13 Legend on Stock Certificates.**

(a) In addition to any legends required by applicable Law, (i) each stock certificate representing any Seller Shares shall bear a legend in substantially the form set forth in paragraph (b) below for so long as this Agreement remains in effect, and (ii) each stock certificate representing any Purchaser Shares shall bear a legend in substantially the form set forth in paragraph (b) below until the expiration or termination of the Purchaser Share Restricted Period.

(b) The restrictive legend referenced in paragraph (a) above shall be in substantially the following form:

“The shares represented by this certificate are subject to that certain Stockholders Agreement, dated March 6, 2015, and all amendments thereto, copies of which are on file at the principal office of the Company, and voluntary or involuntary sale, pledge, assignment, hypothecation, gift, or other disposition or transfer (as defined in such Stockholders Agreement) of the shares represented by this certificate or any interest therein shall be subject to the terms of such Stockholders Agreement and the shares represented hereby shall remain subject to the terms of such Stockholders Agreement notwithstanding any such Transfer.”

(c) The Stockholders hereby agree to immediately submit to the Company the stock certificates held by each of them representing the Seller Shares or Purchaser Shares, as the case may be, for inscription of the aforesaid restrictive legend thereon.

(d) Notwithstanding the foregoing or anything to the contrary contained herein, the enforceability of this Agreement, including, without limitation, the proxy granted hereby, shall not be affected by the fact that the stock certificates representing any Seller Shares or Purchaser Shares have not been delivered as provided for herein or that such stock certificates may not bear any legend with respect to the provisions of this Agreement.

**Section 5.14 Construction; Interpretation.**

(a) This Agreement shall be interpreted and construed without regard to any rule or presumption requiring that this Agreement be interpreted or construed against the party causing this Agreement to be drafted.

(b) Whenever the context of this Agreement permits, the masculine or neuter gender shall include the feminine, masculine and neuter genders, and any reference to the singular or plural shall be interchangeable with the other.

(c) For the avoidance of doubt, the terms “**Common Stock**,” “**Seller Shares**” and “**Purchaser Shares**” as used throughout this Agreement shall refer to the Company’s Common Stock or shares thereof, as the context may require, and any other securities into which the Company’s Common Stock may be converted during the term of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the date first written above.

SYMMETRIC CAPITAL LLC

By: /s/ Henry M. Nahmad

Name: Henry M. Nahmad

Title: Manager

/s/ Henry M. Nahmad

Henry M. Nahmad

/s/ Michael S. Steiner

Michael S. Steiner

/s/ Robert M. Steiner

Robert M. Steiner



**EXHIBIT A**

Form of Joinder Agreement

Reference is hereby made to that certain Stockholders Agreement, dated as \_\_\_\_\_, 2015 (as amended from time to time, the "**Stockholders Agreement**"), by Symmetric Capital LLC, a Florida limited liability company, Henry M. Nahmad, and Michael S. Steiner and Robert M. Steiner, and the other Stockholders which may have become a party thereto from time to time.

Pursuant to and in accordance with Section \_\_\_ of the Stockholders Agreement, the undersigned hereby agrees that upon the execution of this Joinder Agreement, (a) the undersigned shall become a party to the Stockholders Agreement as a [Seller/Purchaser], (b) the undersigned shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Stockholders Agreement as a [Seller/Purchaser] as though an original party thereto, and (c) the shares of the Company's Common Stock acquired on the date hereof by the undersigned from \_\_\_\_\_ shall be deemed to be [Seller/Purchaser] Shares for all purposes of the Stockholders Agreement.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Stockholders Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of \_\_\_\_\_.

[Transferee Stockholder Name]

By \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_