

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 6, 2015

EnviroStar, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

001-14757

(Commission File Number)

11-2014231

(IRS Employer Identification No.)

290 N.E. 68 Street, Miami, Florida 33138

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (305) 754-4551

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

The information set forth in Item 5.01 of this Current Report on Form 8-K with respect to the Non-Competition and Non-Solicitation Agreement, dated as of March 6, 2015, by and among EnviroStar Inc., a Delaware corporation (the "Company"), Michael Steiner and Symmetric Capital LLC, a Florida limited liability company (the "Purchaser"), is incorporated by reference into this Item 1.01.

**Item 5.01 Changes In Control Of Registrant**

On March 6, 2015, Michael Steiner, Robert Steiner and the Purchaser (an entity that is controlled by Henry Nahmad by virtue of being its sole Manager) entered into and closed a Stock Purchase Agreement (the "Purchase Agreement"), pursuant to which Michael Steiner and Robert Steiner sold and transferred to the Purchaser (the "Sale Transaction") an aggregate of 2,838,194 shares (the "Shares") of common stock, \$.025 par value per share ("Common Stock"), of the Company for an aggregate purchase price of \$6,102,117.10 (the "Purchase Price"). Michael Steiner 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, (a) the Purchaser owns 2,838,194 shares of Common Stock, or approximately 40.35% of the outstanding shares of Common Stock as of the date hereof, (b) Michael Steiner owns 600,100 shares of Common Stock, or approximately 8.53% of the outstanding shares of Common Stock as of the date hereof, and (c) Robert Steiner owns 100,000 shares of Common Stock, or approximately 1.42% of the outstanding shares of Common Stock as of the date hereof. Effective as of the closing of the Sale Transaction, (1) Michael Steiner (a) resigned as the Company's Chairman of the Board, Chief Executive Officer and President, (b) was appointed the Company's Executive Vice President and Chief Operating Officer, and (c) remains a director of the Company, and (2) Henry Nahmad was elected a director of the Company and was also appointed the Company's Chairman of the Board, Chief Executive Officer and President. The Company has been advised by the Purchaser that the source of funds for the payment of the Purchase Price was capital contributions from the members of the Purchaser. The Sale Transaction was approved by the Company's Board of Directors for purposes of Section 203 of the Delaware General Corporation Law. The Purchase Agreement is attached as Exhibit 6(a) to the Schedule 13D dated March 9, 2015 of Michael Steiner, File No. 005-30014, filed with the Securities and Exchange Commission on March 9, 2015.

Effective as of the closing of the Sale Transaction, Michael Steiner and Robert Steiner terminated the previous Stockholders Agreement between them, dated as of December 2, 2013, pursuant to which Michael Steiner and Robert Steiner had agreed that all shares of Common Stock owned by them, which prior to the closing of the Sale Transaction represented an aggregate of approximately 50.3% of the outstanding shares of Common Stock, would be voted in such manner as determined by Michael Steiner.

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In connection with the Sale Transaction, on March 6, 2015, Michael Steiner and Robert Steiner entered into a Stockholders Agreement with the Purchaser and Henry Nahmad pursuant to which each of the Michael Steiner and Robert Steiner 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 and Henry Nahmad to vote all of the shares of Common Stock owned by them in favor of the election of Michael Steiner to the Company'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 Michael Steiner 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 Michael Steiner 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 Michael Steiner 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, Michael Steiner 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. As a result of the Stockholders Agreement, the Purchaser has, and Henry Nahmad may be deemed to have, voting power over shares representing approximately 50.3% of the outstanding shares of Common Stock.

The Stockholders Agreement is attached as Exhibit 6(c) to the Schedule 13D dated March 9, 2015 of Michael Steiner, File No. 005-30014, filed with the Securities and Exchange Commission on March 9, 2015.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Effective as of the closing of the Sale Transaction, (1) Michael Steiner (a) resigned as the Company's Chairman of the Board, Chief Executive Officer and President, (b) was appointed the Company's Executive Vice President and Chief Operating Officer, and (c) remains a director of the Company, and (2) Henry Nahmad was elected a director of the Company and was also appointed the Company's Chairman of the Board, Chief Executive Officer and President. Henry Nahmad will receive an initial base salary of \$400,000 per annum for his service as Chairman of the Board, Chief Executive Officer and President (prorated in the case of the fiscal year ending June 30, 2015) and Michael Steiner will receive an initial base salary of \$250,000 per annum for his service as Executive Vice President and Chief Operating Officer (prorated in the case of the fiscal year ending June 30, 2015). These salaries were approved by the independent members of the Company's Board of Directors and are subject to adjustment from time to time in the future at the discretion of the Company's independent directors. Prior to the closing of the Sale Transaction, Michael Steiner's annual base salary for the fiscal year ending June 30, 2015 for his service as Chairman of the Board, Chief Executive Officer and President was \$569,000.

It was a condition to the closing of the Sale Transaction under the Purchase Agreement that Henry Nahmad be appointed as a director of the Company and as its Chairman of the Board, Chief Executive Officer and President. Henry Nahmad does not have (i) any family relationship with any of the Company's directors or executive officers or any persons nominated or chosen by the Company to be a director or executive officer or, (ii) any direct or indirect material interest in any transaction or proposed transaction required to be reported under Item 404(a) of Regulation S-K.

Henry Nahmad, age 36, served as Chief Executive Officer of Chemstar Corp., a provider of food safety and sanitation solutions, from July 2009 to March 2014. From 2001 to 2004 and from 2007 to 2009, Henry Nahmad worked in various capacities at Watsco, Inc. (NYSE:WSO), the largest distributor of HVAC/R products in the world. The Company's Board of Directors believes that Henry Nahmad's knowledge, leadership skills, business relationships, and experience, including with respect to growth from acquisitions and other strategic transactions, gained from his positions at Chemstar and Watsco will make Mr. Nahmad a valuable member of the Board and benefit the Company with respect to its future business, operations, and growth strategy.

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With respect to Michael Steiner, the information required by Item 401(b), (d), (e) and Item 404(a) of Regulation S-K is disclosed in and incorporated herein by reference from the Company's Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on October 14, 2014.

On March 6, 2015, Michael Steiner, the Purchaser and the Company entered into a Non-Competition and Non-Solicitation Agreement which contains customary confidentiality provisions, as well as non-competition and non-solicitation provisions that extend for up to five years. The foregoing summary of the Non-Competition and Non-Solicitation Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Non-Competition and Non-Solicitation Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

**Item 8.01 Other Events.**

Prior to the opening of trading on March 9, 2015, the Company issued a press release announcing the Sale Transaction. A copy of the press release is attached hereto as Exhibit 99.1.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

10.1 Non-Competition and Non-Solicitation Agreement, dated as of March 6, 2015, by and among EnviroStar, Inc., Symmetric Capital LLC and Michael Steiner.

99.1 Press release dated March 9, 2015.

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EnviroStar, Inc.

Date: March 9, 2015

By: /s/ Venerando J. Indelicato  
Venerando J. Indelicato,  
Treasurer and Chief Financial Officer

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EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Non-Competition and Non-Solicitation Agreement, dated as of March 6, 2015, by and among EnviroStar, Inc., Symmetric Capital LLC and Michael S. Steiner.
99.1	Press release dated March 9, 2015.

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## NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (the “Agreement”), dated as of March 6, 2015, is by and among ENVIROSTAR, INC., a Delaware corporation (the “Company”), Symmetric Capital LLC, a Florida limited liability company (the “Purchaser”), and Michael S. Steiner (“Steiner”).

### RECITALS

**WHEREAS**, the Company, directly or indirectly, (a) distributes, and supplies replacement parts and accessories and provides maintenance service with respect to, commercial and industrial laundry and drycleaning equipment and steam and hot water boilers, (b) designs and plans laundry, drycleaning and boiler systems, and (c) franchises, and provides naming licenses to, retail drycleaners (collectively, the “Business”);

**WHEREAS**, Steiner and Robert M. Steiner (collectively, the “Sellers”) and the Purchaser 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 acquired from the Sellers 2,838,194 shares of the Company’s Common Stock, par value \$0.025 per share (“Common Stock”); and

**WHEREAS**, Steiner will derive substantial benefit from the consummation of the transactions contemplated by the Purchase Agreement and in connection therewith Steiner has agreed not to compete with or solicit any customers or employees of, and to keep confidential all proprietary information relating to, the Company and the Business, all on the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the above premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

**Section 1.      *Covenant Against Competition and Solicitation; Non-Disparagement.***

(a) Steiner hereby covenants and agrees with the Purchaser and the Company for the benefit of the Purchaser, the Company and their respective Affiliates that, from and after the Closing Date until the fifth (5<sup>th</sup>) anniversary thereof (the “Restricted Period”), Steiner will not anywhere in the Restricted Territory (as defined below), directly or indirectly, whether alone or as an owner, shareholder, partner, member, manager, investor, lender, joint venturer, officer, director, consultant, independent contractor, agent, employee or otherwise of any company or other business enterprise, own, finance, manage, operate or engage in, or participate in the ownership, management or operation of, any business competitive with that of the Company. The “Restricted Territory” means and includes the United States of America and the states, territories, countries and islands within the regions commonly known as the Caribbean and Latin America. A “business competitive with that of the Company” is one that engages in the Business. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit Steiner from (i) performing speaking engagements and receiving honoraria in connection with such engagements; (ii) being employed by any government agency, college, university or other non-profit research organization or (iii) owning, whether of record or beneficially, five percent (5%) or less of the outstanding capital stock of any entity where the shares are publicly traded.

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(b) Steiner further covenants that, during the Restricted Period, Steiner will not, directly or indirectly, in connection with, or for the benefit of, any business competitive with that of the Company, solicit, transact business with, perform services for, or contact or communicate with (or assist any third party in soliciting, transacting business with, performing any services for, or contacting or communicating with), any person or entity that is or was at any time within 12 months prior to the contact, communication, solicitation, transaction of business, or performance of services, a customer of the Company or any of its subsidiaries.

(c) Steiner further covenants that, during the Restricted Period, Steiner will not, directly or indirectly: (i) solicit, recruit, hire, engage, or refer (or assist any third party in soliciting, recruiting, hiring, engaging or referring) any person or entity who or which either is, or during the immediately preceding twelve (12) month period was, an employee, agent, consultant or independent contractor of the Company or any of its subsidiaries; or (ii) interfere with, disrupt or attempt to interfere with or disrupt the relationship, contractual or otherwise, between the Company or any of its subsidiaries, on the one hand, and any of its customers, suppliers, lessors, independent contractors, agents or employees, on the other hand. Notwithstanding clause (i) above, the general solicitation or general recruitment effort not specifically targeted at any employee of the Company or any of its subsidiaries (or the employees of the Company and/or any of its subsidiaries generally) or the solicitation or employment of any employee of the Company or any of its subsidiaries that was terminated by the Company or its applicable subsidiary at least sixty (60) days before such solicitation or employment shall not be deemed to be a breach of this Section 1(c).

(d) Steiner also covenants that, during the Restricted Period, Steiner will not, directly or indirectly, make or publish written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are, or could reasonably be expected to be, disparaging, deleterious or damaging to the honesty, integrity, reputation, business acumen or abilities, or goodwill of the Company, the Purchaser or any of their respective management, officers or employees, including, without limitation, Henry M. Nahmad, or which may otherwise harm or result in unwanted or unfavorable publicity to any of the foregoing persons or entities; provided that nothing herein shall prevent Steiner from making any truthful statement required by applicable Law or legal process.

(e) Steiner understands and agrees that the purpose of this Agreement is to protect the legitimate business interests of the Company and the Purchaser and is not intended to eliminate Steiner's competition with the Company per se, nor is it intended to impair or infringe upon Steiner's right to work, earn a living, or acquire and possess property from the fruits of his labor. Steiner hereby acknowledges that he has received good and valuable consideration for the restrictions set forth in this Agreement. Steiner hereby further acknowledges and agrees that the restrictions set forth in this Agreement are reasonable and further agrees that they do not, and will not, unduly impair his ability to earn a living after the date of this Agreement.



(f) The covenants contained in Sections 1(a) and (b) hereof shall be construed as a series of separate covenants, one for each county, state, city, territory or other subdivision within the Restricted Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in Sections 1(a) and (b) hereof. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then the Company, the Purchaser and Steiner agree that such unenforceable covenant (or such part thereof) shall be eliminated from this Agreement solely to the extent necessary to permit the remaining separate covenants (or parts thereof) to be enforced. In the event that the provisions of Sections 1(a), (b), (c) or (d) are deemed to exceed the time, geographic or scope limitations permitted by applicable Law, then the Company, the Purchaser and Steiner agree that such provisions shall be reformed and enforced to the maximum time, geographic or scope limitations, as the case may be, permitted by applicable Law.

**Section 2. Confidentiality.**

(a) Steiner agrees that all documents, reports, plans, proposals, marketing and sales plans, customer lists, or materials relating to the Business are the property of the Company and shall not be used, directly or indirectly, by Steiner in any way adverse to the interests of the Company.

(b) Steiner will regard and preserve as confidential all Confidential Information (as defined below) pertaining to the Business that has been or may be obtained by Steiner by reason of his direct or indirect ownership or management of, or employment or affiliation with, the Company or any of its subsidiaries. Steiner will not, without the prior written consent of the Company, use for his own benefit or purposes, or disclose to others, during the Restricted Period or thereafter, any Confidential Information connected with the Business. "Confidential Information" includes all know-how, show-how, technical, operating, financial, and other business information and materials relating to the Company and/or any of its subsidiaries and their respective businesses, whether or not reduced to writing or other medium and whether or not marked or labeled confidential, proprietary or the like, specifically including, but not limited to, information regarding source codes, software programs, computer and information systems, logos, designs, graphics, writings or other materials, algorithms, formulae, works of authorship, techniques, documentation, models and systems, sales and pricing techniques, procedures, inventions, trade secrets, as defined by the Florida Uniform Trade Secrets Act, creations, products, improvements, modifications, methods, methodology, processes, concepts, expressions, ideas and other developments, records, files, memoranda, reports, plans, proposals, price lists, and customer, prospective customer and supplier lists and information, together with all intellectual property rights, worldwide, with respect to any of the foregoing, whether or not they are patentable or copyrightable or subject to analogous protection and regardless of their form or state of development. Notwithstanding the foregoing, Confidential Information does not include any information required to be disclosed by applicable Law or legal process, including the Exchange Act and the rules and regulations promulgated thereunder, Steiner's general skills or experience, or information that is generally available to the public, other than information which has become generally available as a result of Steiner's direct or indirect act or omission in violation of any confidentiality obligation.

**Section 3. Independence of Obligations.** The covenants and obligations of Steiner set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Steiner, on the one hand, and the Company or any subsidiary of the Company, on the other hand.

**Section 4. Acknowledgements.** Steiner acknowledges that he has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed upon Steiner pursuant to Section 1 hereof, and represents that he has received the advice of counsel with respect to this Agreement. Steiner agrees that such restraints are necessary for the reasonable and proper protection of the Purchaser, the Company and their respective Affiliates and the value of the Purchased Shares, and that each and every one of said restraints is reasonable with respect to subject matter, length of time, and geographical area.

**Section 5. Injunctive Relief.** The remedy at law for any breach of this Agreement may be inadequate, and in the event of a breach or threatened breach by Steiner of this Agreement, the Company and the Purchaser shall be entitled to seek an injunction restraining Steiner from breaching or otherwise violating any provision of this Agreement. Nothing herein contained shall be construed as prohibiting the Company or the Purchaser from pursuing any other remedies available to either of them for such breach or threatened breach, including, without limitation, the recovery of damages from Steiner.

**Section 6. Non-Exclusivity.** The rights and remedies of the Company and the Purchaser hereunder are not exclusive of or limited by any other rights or remedies that either of them may have hereunder, at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of the Company and the Purchaser hereunder, and the obligations and liabilities of Steiner hereunder, are in addition to their respective rights, remedies, obligations and liabilities under the law of unfair competition, misappropriation of trade secrets and the like. This Agreement does not limit Steiner's obligations or the rights of the Company or the Purchaser (or any Affiliate of either of them) under the terms of any other agreement between Steiner, on the one hand, and the Company or any Affiliate of the Company or the Purchaser or any Affiliate of the Purchaser, on the other hand.

**Section 7. 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 Steiner:	Michael S. Steiner 290 N.E. 68th Street Miami, FL 33138
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If to the Company  
or the Purchaser:

EnviroStar, Inc.  
290 N.E. 68th Street  
Miami, Florida 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

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 7.

**Section 8. *Binding Agreement; No Assignment.*** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, beneficiaries, representatives and permitted assigns. This Agreement is personal to Steiner and shall not be assigned by him without the prior written consent of the Purchaser and the Company. Any attempted assignment in violation of this Section 8 shall be null and void. The Purchaser may assign all of its rights hereunder to an Affiliate of the Purchaser, and each of the Company and the Purchaser may assign all of its rights hereunder to a third party that acquires the Purchaser or the Company, as applicable (whether pursuant to a merger or consolidation, sale of all or substantially all of its equity interests or assets, or in any other transaction).

**Section 9. *Governing Law; Consent to Jurisdiction; Waiver of Jury Trial; Service of Process.*** This Agreement shall be governed and construed in accordance with the Laws of the State of Florida without regard to the principles of conflicts of law thereof or any rule of interpretation or construction as to which party or parties drafted this Agreement. Each party hereto hereby irrevocably submits to the personal and subject matter jurisdiction of the state and federal courts sitting in Miami-Dade County, Florida over any Proceeding arising out of or relating to this Agreement. **EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, (A) THE RIGHT TO TRIAL BY JURY; (B) ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURT; AND (C) ANY CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.** Final judgment in any Proceeding brought in any such court shall be conclusive and binding upon each party duly served with process therein and may be enforced in the courts of the jurisdiction of which either party or any of their property is subject, by a suit upon such judgment. Each party hereby irrevocably waives personal service of process and consents to process being served in any 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.

**Section 10.** *Attorneys' Fees.* Should any litigation, arbitration or other Proceeding be commenced between the parties concerning this Agreement (including, without limitation, the enforcement hereof and the rights and duties of the parties hereunder), the prevailing party in such Proceeding shall be entitled to, in addition to such other relief as may be granted, such party's reasonable attorneys' fees and expenses in connection with such litigation, arbitration or other Proceeding.

**Section 11.** *Entire Agreement.* This Agreement, the Purchase Agreement and the other documents being executed by the parties in connection with the Purchase Agreement shall constitute the entire agreement among the parties with respect to the matters covered hereby and shall supersede all previous written, oral or implied understandings among them with respect to such matters; provided, however, that, for the avoidance of doubt, neither this Agreement nor anything contained herein shall be deemed to impact any non-competition, non-solicitation, confidentiality or similar agreement, if any, existing between the Company and Steiner as of the date hereof.

**Section 12.** *Amendments; Waiver.* This Agreement shall not be amended or otherwise modified except by a writing executed by all of the parties hereto. No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy, and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of the waiving party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

**Section 13.** *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 14.** *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 15.** *Severability.* If any provision of this Agreement or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) except as otherwise set forth herein, such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction and (c) such invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Agreement.

**[Signatures Page Follows]**

**IN WITNESS WHEREOF**, each of the parties has caused this Non-Competition and Non-Solicitation Agreement to be duly executed and delivered, all as of the first date written above.

**COMPANY:**

ENVIROSTAR, INC.

By:           /s/ Venerando Indelicato            
Name: Venerando Indelicato  
Title: CFO

**PURCHASER:**

SYMMETRIC CAPITAL LLC

By:           /s/ Henry M. Nahmad            
Name: Henry M. Nahmad  
Title: Manager

**STEINER:**

          /s/ Michael S. Steiner            
Michael S. Steiner

**NON-DISPARAGEMENT COVENANT**

In connection with Michael Steiner's entry into the attached Non-Competition and Non-Solicitation Agreement (the "Agreement"), the undersigned hereby covenants that, during the Restricted Period (as defined in the Agreement), the undersigned will not, directly or indirectly, make or publish written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are, or could reasonably be expected to be, disparaging, deleterious or damaging to the honesty, integrity, reputation, business acumen or abilities, of Michael Steiner, or which may otherwise harm or result in unwanted or unfavorable publicity to Michael Steiner; provided that nothing herein shall prevent the undersigned from making any truthful statement required by applicable Law or legal process.

Dated March 6, 2015

/s/ Henry M. Nahmad  
Henry M. Nahmad

ENVIROSTAR, INC.

By: /s/ Venerando Indelicato  
Name: Venerando Indelicato  
Title: CFO

**From:** EnviroStar, Inc.  
290 NE 68 Street  
Miami, FL 33138  
Michael Steiner (305) 754-4551  
Venerando Indelicato (813) 814-0722

**FOR RELEASE: at 8:30 AM Monday, March 9, 2015**

**EnviroStar, Inc. Announces a Change in Control**

Miami, FL – March 9, 2015 – EnviroStar, Inc. (the “Company”) (NYSE MKT:EVI) today reported that Symmetric Capital LLC, a Florida limited liability company, controlled by Henry Nahmad has acquired a majority of Michael Steiner’s, President and Chief Executive Officer of the Company and Robert Steiner’s, his brother a recognized artist residing in San Francisco, shares of common stock in EnviroStar Inc. After the transaction, Symmetric Capital will own approximately 40.4% of the outstanding shares of the Company, Michael Steiner will retain approximately 8.5% of the outstanding shares, and Robert Steiner will retain approximately 1.4% of the outstanding shares. Additionally, Mr. Nahmad and Michael Steiner and Robert Steiner entered into a stockholders agreement.

Mr. Nahmad has become a Director and Chairman of the Board, and Chief Executive Officer and President of the Company. Mr. Steiner has become Executive Vice President and Chief Operating Officer of the Company, will remain on the Board of Directors, and will remain the President and Chief Executive Officer of Steiner Atlantic Corp., and all of the Company’s subsidiaries. In addition, the Board of Directors will be increased to seven members, with one member being appointed by Mr. Nahmad.

Mr. Nahmad brings a wealth of experience to the Company. He recently served as CEO of Chemstar Corp., a provider of food safety and sanitation solutions, where he led a growth effort that resulted in recognition as a North American leader in its market segment. Earlier in his career, Mr. Nahmad worked in various capacities at Watsco, Inc. (NYSE:WSO), the largest distributor of HVAC/R products in the world, where he gained intimate knowledge and experience in the execution of the buy and build strategy. Under Mr. Nahmad’s direction, it is expected that the Company will continue to focus on growing its business organically as well as explore opportunities for external growth through acquisitions and other strategic transactions. In that pursuit, Mr. Steiner will continue to manage the operations of Steiner Atlantic Corp. and support Mr. Nahmad and the EnviroStar team in the execution of the buy and build strategy.

Mr. Nahmad said, “The EnviroStar team has worked hard to build a business that is established and respected in its industry. We believe the Company is well positioned to pursue growth opportunities, and I am delighted to become a part of the team and to help guide the Company at this exciting time.”

Mr. Steiner said, “We are very excited about the experience and entrepreneurial spirit that Mr. Nahmad brings to EnviroStar. We look forward to the opportunities for internal as well as external growth that we believe Mr. Nahmad can bring to the Company through his experience and strategic relationships.”

EnviroStar, Inc., through its subsidiaries is one of the nation’s leading distributors of commercial and industrial laundry and dry cleaning equipment and steam boilers.

This press release contains certain information that is subject to a number of known and unknown risks and uncertainties that may cause actual results and trends to differ materially from those expressed or implied by the forward-looking statements, including, without limitation, that: the Company may not achieve organic and/or external growth and that the Company may not identify or consummate acquisitions or other strategic transactions; acquisitions involve a number of risks, including, without limitation, the incurrence of associated expenses and diversion of management attention, in each case whether or not the acquisition is ultimately consummated, integration risks, dilution to stockholders if Company shares are issued, and risks associated with the incurrence of indebtedness and the Company’s leverage position if the Company incurs debt in order to finance acquisitions, and completed acquisitions may not result in improved financial performance for the Company or otherwise in the results expected. Investors should also consider the economic, competitive, governmental and other risks and uncertainties discussed in the Company’s filings with the Securities and Exchange Commission copies of which are available on the Company’s website ([envirostarinc.com](http://envirostarinc.com)) or the Securities and Exchange Commission website ([SEC.gov](http://SEC.gov)).

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