

UNITED STATES
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): November 13, 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
(Address of principal executive offices)

33138
(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 (see General Instruction A.2. below):

- 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 communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As described under Item 5.07 below, at the 2015 Annual Meeting of Stockholders (the “Annual Meeting”) of EnviroStar, Inc. (the “Company”) held on November 13, 2015, the Company’s stockholders approved the EnviroStar, Inc. 2015 Equity Incentive Plan (the “Plan”). A description of the material terms and conditions of the Plan is set forth on pages 16 through 21 of the Company’s Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on October 14, 2015 (the “Proxy Statement”). Such description is filed as Exhibit 99.1 hereto and is incorporated herein by reference. In addition, the full text of the Plan is attached as Appendix A to the Proxy Statement, is filed as Exhibit 10.1 hereto and is incorporated herein by reference. A form of the Notice of Grant and Restricted Stock Agreement pursuant to which restricted stock awards may be granted under the Plan is filed as Exhibit 10.2 hereto and is incorporated herein by reference. A form of the Notice of Grant and Stock Option Agreement pursuant to which stock options may be granted under the Plan is filed as Exhibit 10.3 hereto and is incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders.

At the Annual Meeting held on November 13, 2015, the following proposals were submitted to a vote of the Company’s stockholders: (i) the election of seven directors, each for a term expiring at the Company’s 2016 Annual Meeting of Stockholders; and (ii) the approval of the Plan. A summary of the voting results on such proposals is set forth below.

Proposal 1: Election of Directors

Director Nominee	Votes For	Votes Withheld	Broker Non- Votes
Henry M. Nahmad	4,610,994	243,320	0
Michael S. Steiner	4,609,994	244,320	0
Venerando J. Indelicato	4,609,356	244,958	0
David Blyer	4,758,759	95,555	0
Alan M. Grunspan	4,758,688	95,626	0
Hal M. Lucas	4,809,459	44,855	0
Todd Oretsky	4,808,759	45,555	0

Proposal 2: Approval of EnviroStar, Inc. 2015 Equity Incentive Plan

Votes For	Votes Against	Abstentions	Broker Non-Votes
4,553,417	280,968	19,929	0

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 EnviroStar, Inc. 2015 Equity Incentive Plan (incorporated by reference to Appendix A of the Company's Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on October 14, 2015)
 - 10.2 Notice of Grant and Restricted Stock Agreement under EnviroStar, Inc. 2015 Equity Incentive Plan
 - 10.3 Notice of Grant and Stock Option Agreement under EnviroStar, Inc. 2015 Equity Incentive Plan
 - 99.1 Description of EnviroStar, Inc. 2015 Equity Incentive Plan (incorporated by reference to pages 16-21 of the Company's Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on October 14, 2015)
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SIGNATURES

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: November 17, 2015

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

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.1	EnviroStar, Inc. 2015 Equity Incentive Plan (incorporated by reference to Appendix A of the Company's Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on October 14, 2015)
10.2	Notice of Grant and Restricted Stock Agreement under EnviroStar, Inc. 2015 Equity Incentive Plan
10.3	Notice of Grant and Stock Option Agreement under EnviroStar, Inc. 2015 Equity Incentive Plan
99.1	Description of EnviroStar, Inc. 2015 Equity Incentive Plan (incorporated by reference to pages 16-21 of the Company's Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on October 14, 2015)

**ENVIROSTAR, INC.
2015 EQUITY INCENTIVE PLAN**

**NOTICE OF GRANT
AND
RESTRICTED STOCK AGREEMENT**

Notice is hereby given that you, the undersigned Participant, have been granted the number of shares of Common Stock of EnviroStar, Inc. (the "Company") set forth below ("Shares"), subject to the terms and conditions of the EnviroStar, Inc. 2015 Equity Incentive Plan (the "Plan") and this Notice of Grant and Restricted Stock Agreement, including the attachments hereto (collectively, this "Agreement"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Plan.

Participant:
Shares Granted:
Grant Date:
Vesting Schedule:

By signing below, you accept this grant of Shares and you hereby represent that you: (i) agree to the terms and conditions of this Agreement and the Plan; (ii) have reviewed the Plan and this Agreement in their entirety, and have had an opportunity to obtain the advice of legal counsel and/or your tax advisor with respect thereto; (iii) fully understand and accept all provisions hereof; and (iv) agree to accept as binding, conclusive, and final all of the Committee's decisions regarding, and interpretations of, the Plan and this Agreement, in accordance with the terms and conditions of the Plan.

AGREED TO AND ACCEPTED BY THE
PARTICIPANT:

Name:	_____
Date:	_____
Social Security No.:	_____
Address:	_____

ENVIROSTAR, INC.
2015 EQUITY INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

1. **Grant of Restricted Stock.** The Company has granted to you, the Participant, the number of Shares specified in the Notice of Grant on the preceding page (the "**Notice of Grant**"), subject to the following terms and conditions. In consideration of such grant, you agree to be bound by the terms and conditions of this Agreement and of the Plan.

2. **Forfeiture Restrictions; Release of Shares.** Prior to the vesting of the Shares pursuant to the vesting schedule specified in the Notice of Grant, the Shares shall remain subject to forfeiture. Any and all Shares which remain subject to the forfeiture restrictions from time to time are sometimes hereinafter referred to as "**Unreleased Shares**." The forfeiture restrictions shall lapse as to the Shares granted in the amount(s) and on the date(s) specified in the Notice of Grant (each, a "**Release Date**"); provided, however, that no Shares shall be released on any Release Date if, on or prior to the Release Date, (a) the Participant failed to satisfy the performance goals specified in the Notice of Grant, if any (the "**Performance Goals**"), or (b) the Participant ceases to serve as an officer, employee, director or consultant of the Company or its Subsidiaries for any reason whatsoever (whether due to death, Disability (as defined below), voluntary resignation, involuntary termination or any other reason) (a "**Cessation**"), it being understood that a Cessation will not be deemed to occur so long as the Participant continues to serve as an officer, employee, director or consultant of the Company or any of its Subsidiaries or as a result of a change in status among officer, employee, director or consultant of the Company or any Subsidiary. Any question as to whether and when a Cessation has occurred shall be determined by the Committee, and its determination shall be final and binding.

3. **Forfeiture of Shares.** If Participant fails to satisfy the specified Performance Goals, if any, or a Cessation occurs, then all Unreleased Shares shall be immediately forfeited to the Company without consideration.

4. **Restriction on Transfer.** The Participant shall not sell, assign, pledge, exchange, hypothecate or otherwise transfer, encumber or dispose of any Unreleased Shares; provided, for the avoidance of doubt, that the foregoing shall not be deemed to restrict or limit in any manner the forfeiture of Unreleased Shares in accordance with the terms hereof.

5. **Retention of Shares.** The Company shall retain possession of the share certificates representing the Unreleased Shares, together with a stock power duly endorsed in blank, in substantially the form attached hereto as **Exhibit A**. The Company shall hold the Unreleased Shares and related stock power until the vesting thereof, at which time the Company shall deliver the share certificate(s) representing the vested Shares to the Participant.

6. **Status of Stock.** The Participant agrees that the Shares will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable federal or state securities laws or the terms and conditions of this Agreement or the Plan. The Participant further agrees (a) that the certificates representing the Shares may bear such legend or legends as the Company deems appropriate in order to assure compliance with applicable securities laws, (b) that the Company may refuse to register the transfer of the Shares on the stock transfer records of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities laws or the terms and conditions of this Agreement or the Plan and (c) that the Company may give related instructions to its transfer agent, if any, to stop registration of the attempted transfer of the Shares.

7 . Stockholder Rights. Subject to the terms hereof, the Participant shall have the rights of a stockholder with respect to the Shares prior to their vesting, including, without limitation, voting rights and the right to receive any dividends declared thereon; provided, however, that stock distributed in respect of the Shares in connection with a stock split or stock dividend shall be subject to the forfeiture restrictions and other terms of this Agreement to the same extent as the Shares and shall be included thereafter as "Shares" for all purposes of this Agreement.

8 . Tax Matters. The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its employees or agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of the transactions contemplated by this Agreement. The Participant understands that for U.S. taxpayers, Section 83 of the Code taxes as ordinary income the difference between the purchase price for the Shares, if any, and the fair market value of the Shares as of the date any restrictions on the Shares lapse. THE PARTICIPANT UNDERSTANDS THAT IF HE OR SHE IS A U.S. TAXPAYER, THE PARTICIPANT MAY ELECT TO BE TAXED AT THE TIME THE SHARES ARE GRANTED RATHER THAN WHEN THE RESTRICTIONS ON THE SHARES LAPS BY FILING AN ELECTION UNDER SECTION 83(B) OF THE CODE WITH THE INTERNAL REVENUE SERVICE WITHIN THIRTY (30) DAYS AFTER THE DATE OF GRANT. THE PARTICIPANT ACKNOWLEDGES THAT IT IS THE PARTICIPANT'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO, IF THE PARTICIPANT DESIRES TO DO SO, FILE TIMELY THE ELECTION UNDER SECTION 83(B) OF THE CODE.

9. General.

(a) This Notice and Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the conflicts of law principles thereof.

(b) This Agreement and the Plan, which is incorporated herein by reference, represents the entire agreement between the parties with respect to the Shares granted to the Participant hereunder. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail.

(c) Any notice, demand or request required or permitted to be delivered by either the Company or the Participant pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered personally, deposited with a reputable courier service, or deposited in the U.S. Mail, First Class with postage prepaid, and addressed to the Participant at the address set forth in the Notice of Grant or to the Company at its principal executive offices, or, in each case, to such other address as either party may specify in writing by like notice.

(d) The rights of the Company under this Agreement and the Plan shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of the Participant under this Agreement may only be assigned with the prior written consent of the Company, which may be granted, withheld, conditioned or delayed in the Company's sole discretion.

(e) The Participant agrees upon request to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

(f) Nothing in this Agreement confers or will confer on the Participant any right with respect to continuance of employment or other service, nor will it interfere in any way with any right to terminate or modify the terms of the Participant's employment or other service at any time.

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EXHIBIT A

STOCK POWER

FOR VALUE RECEIVED I, _____, hereby sell, assign and transfer unto EnviroStar, Inc. _____ (_____) shares of Common Stock of EnviroStar, Inc. standing in my name of the books of said corporation represented by Certificate No. _____ herewith and do hereby irrevocably constitute and appoint _____ to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

This Stock Power may be used only in accordance with the Notice of Grant and the Restricted Stock Agreement between EnviroStar, Inc. and the undersigned dated _____, 20__.

Dated: _____, 20__

Signature: _____

Print Name: _____

INSTRUCTIONS:

Please DO NOT fill in any blanks other than the signature lines.

The purpose of this assignment is to enable the Company to receive the return of the Shares as set forth in the Agreement, without requiring additional signatures on the part of the Participant.

ENVIROSTAR, INC.
2015 EQUITY INCENTIVE PLAN

NOTICE OF GRANT
AND
STOCK OPTION AGREEMENT

Notice is hereby given that you, the undersigned Participant, have been granted a nonqualified stock option (the "Stock Option") to purchase the number of shares of Common Stock of EnviroStar, Inc. (the "Company") set forth below ("Shares") at the per Share exercise price set forth below, subject to the terms and conditions of the EnviroStar, Inc. 2015 Equity Incentive Plan (the "Plan"), and this Notice of Grant and Stock Option Agreement (collectively, this "Agreement"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Plan.

Participant:
Number of Shares:
Exercise Price per Share:
Grant Date:
Expiration Date:
Vesting Schedule:

By signing below, you accept this Stock Option grant and you hereby represent that you: (i) agree to the terms and conditions of this Agreement and the Plan; (ii) have reviewed the Plan and this Agreement in their entirety, and have had an opportunity to obtain the advice of legal counsel and/or your tax advisor with respect thereto; (iii) fully understand and accept all provisions hereof; and (iv) agree to accept as binding, conclusive, and final all of the Committee's decisions regarding, and interpretations of, the Plan and this Agreement, in accordance with the terms and conditions of the Plan.

AGREED TO AND ACCEPTED BY THE
PARTICIPANT:

Name:	_____
Date:	_____
Social Security No.:	_____
Address:	_____

ENVIROSTAR, INC.
2015 EQUITY INCENTIVE PLAN

STOCK OPTION AGREEMENT

1. Grant of Stock Option. The Company has granted to you, the Participant, a Stock Option to purchase the number of Shares specified in the Notice of Grant on the preceding page (the "Notice of Grant") at the per Share exercise price specified in the Notice of Grant, subject to the following terms and conditions. In consideration of such grant, you agree to be bound by the terms and conditions of this Agreement and of the Plan.

2. Vesting of Stock Option. The Stock Option shall become exercisable in accordance with the vesting schedule specified in the Notice of Grant. If the Participant ceases to serve as an officer, employee, director or consultant of the Company or its Subsidiaries for any reason whatsoever (whether due to death, Disability (as defined below), voluntary resignation, involuntary termination or any other reason) (a "Cessation") prior to the date on which the Stock Option, or any portion thereof, becomes vested, then (a) the non-vested portion of the Stock Option will thereupon automatically terminate and be void and will not become exercisable and (b) the vested portion of the Stock Option will survive and be exercisable as follows:

(i) in the event of Cessation by reason of the Participant's death or Disability (which, for all purposes of this Agreement, shall mean the permanent and total disability of the Participant as defined in Section 22(e)(3) of the Code), then until the earlier of (A) one (1) year after the date of Cessation and (B) the expiration date of the Stock Option specified in the Notice of Grant; and

(ii) in the event of Cessation on account of any reason other than the Participant's death or Disability, then until the earlier of (A) three (3) months after the date of Cessation and (B) the expiration date of the Stock Option specified in the Notice of Grant.

For the avoidance of doubt, a "Cessation" will not be deemed to occur so long as the Participant continues to serve as an officer, employee, director or consultant of the Company or any of its Subsidiaries or as a result of a change in status among officer, employee, director or consultant of the Company or any Subsidiary. Any question as to whether and when a Cessation has occurred shall be determined by the Committee, and its determination shall be final and binding.

3. Expiration of Stock Option. The Stock Option shall expire on the expiration date specified in the Notice of Grant, and may not be exercised after such date.

4. Restriction on Transfer. The Participant shall not sell, assign, pledge, exchange, hypothecate or otherwise transfer, encumbered or dispose of the Stock Option, or any portion thereof, whether or not vested.

5. Procedure for Exercise. The Stock Option may be exercised for the number of Shares specified in a written notice which has been executed by the Participant and delivered to the Company at least ten (10) days prior to the date on which purchase is requested, accompanied by full payment for the Shares with respect to which the Stock Option is being exercised, in the manner and subject to the terms and conditions set forth in the Plan. Notwithstanding the foregoing, the Stock Option may not be exercised at any time as to less than ten (10) Shares or the number of Shares subject to the vested portion of the Stock Option, whichever is fewer. If any applicable law, rule or regulation requires the Company to take any action with respect to the Shares specified in such notice or if any action remains to be taken under the Certificate of Incorporation or Bylaws of the Company, as they may be amended from time to time, to effect due issuance of the Shares, then the Company shall take such action and the day for delivery of such Shares shall be extended for the period necessary to take such action. The Participant shall not have any rights or privileges of a stockholder of the Company in respect of any of the Shares issuable upon exercise of the Stock Option, unless and until the Shares are issued to the Participant by the Company following valid exercise therefor.

6. Representations as to Purchase of Shares. As a condition of the Company's obligation to issue Shares upon exercise of the Stock Option, if requested by the Company, the Participant shall, concurrently with the delivery of the stock certificate representing the Shares so purchased, give such written assurances to the Company, in form and substance reasonably requested by Company counsel, to the effect that the Participant is acquiring the Shares for investment and without any present intention of reselling or redistributing the same in violation of any applicable law, rule or regulation. If the Company elects to register, or has registered, the Shares under the Securities Act of 1933, as amended, and any applicable state laws, rules and regulations, then the issuance of such Shares shall not be subject to the aforementioned conditions contained in this Section 6.

7. Compliance with Applicable Law. The issuance of the Shares pursuant to the exercise of the Stock Option is subject to compliance with all applicable laws, rules and regulations, including, without limitation, laws, rules and regulations governing withholding from employees and nonresident aliens for income tax purposes.

8. General.

(a) This Notice and Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the conflicts of law principles thereof.

(b) This Agreement and the Plan, which is incorporated herein by reference, represents the entire agreement between the parties with respect to the Stock Option granted to the Participant hereunder. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail.

(c) Any notice, demand or request required or permitted to be delivered by either the Company or the Participant pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered personally, deposited with a reputable courier service, or deposited in the U.S. Mail, First Class with postage prepaid, and addressed to the Participant at the address set forth in the Notice of Grant or to the Company at its principal executive offices, or, in each case, to such other address as either party may specify in writing by like notice.

(d) The rights of the Company under this Agreement and the Plan shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of the Participant under this Agreement may only be assigned with the prior written consent of the Company, which may be granted, withheld, conditioned or delayed in the Company's sole discretion.

(e) The Participant agrees upon request to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

(f) Nothing in this Agreement confers or will confer on the Participant any right with respect to continuance of employment or other service, nor will it interfere in any way with any right to terminate or modify the terms of the Participant's employment or other service at any time.

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