

Fill in this information to identify the case:Debtor Air Pros Solutions Holdings, LLCUnited States Bankruptcy Court for the: Northern District of Georgia
(State)Case number 25-10363**Modified Official Form 410
Proof of Claim****12/24**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Capital Finance Opportunities 1901C, LLC	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Capital Finance Opportunities 1901C, LLC Jung Choi 13413 Galleria Circle Building Q-300 Austin, Texas 78738, USA	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>512-765-6520</u> Contact email <u>See summary page</u>	Contact phone Contact email
	Uniform claim identifier (if you use one): 	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim?	\$ <u>Unknown / Unliquidated</u> . Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>See attached Annex A.</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/17/2025
MM / DD / YYYY

/s/Jung Choi
Signature

Print the name of the person who is completing and signing this claim:

Name Jung Choi
First name Middle name Last name

Title Chief Financial Officer

Company Capital Finance Opportunities 1901C, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 927-7076 | International (310) 751-2650

Debtor: 25-10363 - Air Pros Solutions Holdings, LLC District: Northern District of Georgia, Newnan Division		
Creditor: Capital Finance Opportunities 1901C, LLC Jung Choi 13413 Galleria Circle Building Q-300 Austin, Texas, 78738 USA Phone: 512-765-6520 Phone 2: Fax: Email: notices@capitalfinanceopportunities.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: See attached Annex A.	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: Unknown / Unliquidated	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Jung Choi on 17-Jun-2025 10:44:51 a.m. Pacific Time Title: Chief Financial Officer Company: Capital Finance Opportunities 1901C, LLC		

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWMAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

)
)
) Chapter 11

)
) Case No. 25-10356 (PMB)

)
) (Jointly Administered)
)

ANNEX A TO PROOF OF CLAIM

1. The Claimant and Operative Documents. The creditor identified in Box 1 of Part 1 of this Modified Official Form 410 (the “**Claimant**”) files this Proof of Claim on behalf of itself, as well as its Affiliates that are Covered Persons (including, but not limited to, former directors) or Warrant Holders (as defined in the Operative Documents), against Debtor Air Pros Solutions Holdings, LLC (the “**Debtor**”), based on, among other things, the contracts and documents identified in Exhibits 1 and 2 (the “**Operative Documents**”).²
2. Chapter 11 Relief. On March 16, 2025 (the “**Petition Date**”), the Debtor and its Debtor affiliates commenced voluntary cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11, United States Code (11 U.S.C. §§ 101-1532, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Northern District of Georgia (the “**Bankruptcy Court**”). The Chapter 11 Cases have been consolidated for procedural purposes and are being jointly administered under case number 25-10356-pmb. *See* Docket No. 85. The Debtors continue to operate their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
3. Bar Date Order. On April 29, 2025, the Bankruptcy Court entered an order [Docket No. 283] (the “**Bar Date Order**”) establishing June 23, 2025 at 11:59 p.m. (prevailing Eastern Time) (the “**Bar Date**”) as the general deadline to file proofs of claims against the Debtor. The Claimant is filing this proof of claim (the “**Proof of Claim**”) out of an abundance of caution and under compulsion of the Bar Date Order to assert and preserve its claim.
4. Claim. The Claimant and its affiliated Covered Persons or Warrant Holders hereby assert all claims and rights under applicable law, equity, contracts, agreements, court

¹ The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the proposed claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Plantation, Florida 33020.

² Capitalized terms used but not defined herein have the meanings set forth in the documents identified, summarized, and contained in Exhibit 1.

orders, regulations, the Debtors' respective certificates of incorporation, bylaws, and any other organizational documents, insurance policies, and any supplements, modifications or amendments to the foregoing, or any other documents, whether such claims and rights are contingent, liquidated, unliquidated, matured, unmatured, known, unknown or otherwise, that Claimant has or may have against the Debtors, including, without limitation, all claims for advancement, indemnification, reimbursement, compensation, warrants, rights arising under a constructive trust, reimbursements, contribution, or other costs (including, damages, expenses, or other costs relating thereto) under or arising from any applicable law, rule, agreement or document, and all rights of setoff and recoupment, or otherwise, arising in respect of or by reason of the fact that the Claimant served at the request of, or for the benefit of, the Debtors as an employee, officer, director, agent, and/or trustee of the Debtors and/or any one or more other corporations, partnerships, limited liability companies, joint ventures, trusts, plans, or other enterprises or entities affiliated in anyway with the Debtors.

5. Basis of Claim. These claims include, among other things, the indemnification claims and other rights arising under the (1) the Amended and Restated Limited Liability Company Agreement of Air Pros Solutions Holdings, LLC (the "**A&R LLC Agreement**") attached as **Exhibit 1**, including Sections 3.5, 3.8, 4.2, 11.1, 11.2, 11.3, 11.4, 11.5, 15.1 and Schedule B thereof, and (2) the Warrant Issuance Agreement attached as **Exhibit 2**, including Sections 1.2, 1.4, and 4.5 thereof.
6. Specifically, the Claimant and its affiliated Covered Persons or Warrant Holders may be entitled to indemnification pursuant to Section 11.4 of the A&R LLC Agreement.

Section 11.4. Indemnification for Covered Person. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner believed to be within the scope of authority conferred on such Covered Person by this Agreement ...

7. Moreover, the Claimant and its affiliated Covered Persons or Warrant Holders may be entitled to exculpation pursuant to Section 11.2 of the A&R LLC Agreement.

Section 11.2. Exculpation for Covered Person. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner believed to be within the scope of authority conferred on such Covered Person by this Agreement ...

8. In addition, the Claimant and its affiliated Covered Persons or Warrant Holders assert this claim on account of (a) any investigation or proceeding of any kind that may be pursued by any entity involved with or related to the Debtors' bankruptcy cases, including, without limitation, any Chapter 7 trustee appointed in the Debtors' cases or trustee appointed pursuant to a chapter 11 plan; (b) any investigation or proceeding of any kind that is being, or may be, pursued by any state or federal governmental body; (c) any proceedings of any kind instituted by any litigant against the Claimant and its

affiliated Covered Persons or Warrant Holders in any forum, whether direct or derivative in nature (collectively with items (a) and (b), the “**Proceedings**”); and (d) any plan of reorganization or liquidation, plan support agreement or transaction, restructuring support agreement or transaction, transfer of assets or liabilities, sale, or other similar agreement.

9. Without in any way limiting the generality of the foregoing, the Claimant and its affiliated Covered Persons or Warrant Holders are specifically asserting a claim for indemnification, and seeks advancement, indemnification, contribution, expenses, reimbursement, and/or amounts owed by or connected to the Debtors in connection with all pending and future litigation for all costs, expenses, losses and contingent damages in an unspecified amount that Claimant and its affiliated Covered Persons or Warrant Holders may incur in the future, including (without limitation, legal fees and end expenses) that it has incurred or may incur as a result of the Proceedings and any future Proceedings. To the extent applicable, this claim includes, without limitation, Claimant’s and its affiliated Covered Persons’ or Warrant Holders’ rights to any proceeds of any applicable insurance policy of the Debtors or any other person or entity, including any directors’ and officers’ liability insurance policies and any tail policy or other supplemental programs thereto, or any other insurance policy to which the Claimant and its affiliated Covered Persons or Warrant Holders are entitled as a former employee, officer, and/or director of the Debtor and its affiliates.
10. No Judgments. Upon information and belief, no judgment has been rendered on the claims asserted herein.
11. Supporting Documents. Attached hereto are true and correct copies of the Operative Documents. Other documents pertaining to the claims asserted herein, including the bylaws and certificates of incorporation of each of the Debtors and any applicable insurance policies, should be in the possession of the Debtors or will be made available upon reasonable request.
12. Classification of Claim and Priority Status. For all outstanding obligations, the claims of the Claimant and its affiliated Covered Persons or Warrant Holders are unsecured claims. The Claimant reserves all rights to assert that any outstanding obligations or portions thereof are secured claims to the extent secured by any policies of insurance, indemnification agreements, constructive trusts, or other applicable law, agreements, or documents, or as determined by a court to constitute secured claims. The Claimant reserves all rights to assert that any outstanding obligations or portions thereof may also constitute priority claims pursuant to Section 507 of the Bankruptcy Code, or as determined by a court to constitute priority claims. The Claimant reserves all rights to assert that any outstanding obligations or portions thereof may also constitute administrative claims pursuant to Section 503 of the Bankruptcy Code, or as determined by a court to constitute administrative claims. To the extent a Court so determines that the outstanding obligations constitute secured, priority, or administrative claims, those claims are hereby asserted as such.
13. Proof of Claim Timely. This Proof of Claim is timely submitted by the Claimant in accordance with the Bar Date Order.

14. Amendments. The Claimant expressly reserves its right to file any separate or additional proof of claim with respect to the claims set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this Proof of Claim unless expressly so stated therein) to increase the amount of such claims or to provide additional information and documentation as is necessary or appropriate to pursue the claims, or both, or to correct, clarify, explain, expand, amend, supplement or otherwise add to this Proof of Claim in any respect, including (i) to include any claims arising by reason of the failure of the Debtor to make any payments, or to perform any obligations, arising under the Operative Documents, or any breach thereof, (ii) to specify any costs, expenses, or other charges or claims incurred by the Claimant, (iii) to fix and liquidate any contingent or unliquidated claim set forth herein, (iv) to file additional proofs of claim in respect of additional claims or amounts or for any other reason; or (v) in response to any objection to this Proof of Claim or otherwise in response to any claim made against the Claimant. Moreover, the Claimant specifically reserves the right to conduct discovery with respect to this matter in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure. To the extent that any administrative claims of the Claimant are determined not to have administrative priority against the Debtor, the Claimant reserves all of its rights to amend this Proof of Claim to the extent necessary (if at all) to assert such claims as general unsecured claims against the Debtor.
15. Reservation of Rights. This proof of claim is filed to preserve any and all claims, rights, and entitlements, including contingent claims, that the Claimant may have against the Debtors. This proof of claim is filed with (x) a full reservation of rights and remedies, including (i) the right to assert additional, modified, supplementary, and/or amended proofs of claim against the Debtors or against any other party or property other than the Debtors and their estates, and (ii) requests for administrative expenses based on, among other things, events, information, and/or documents obtained from the Debtors or others through discovery or otherwise, and (y) full reservation of (i) Claimant's rights and/or claims against any party other than the Debtors and (ii) Claimant's interests in any property, including proceeds of any insurance policy and property of the estate(s). The Claimant expressly preserves all procedural and substantive defenses with respect to any claim that may be asserted against the Claimant by the Debtor or any of its affiliates, or by any trustee or other representative of these estates. To the extent that there is a conflict between anything in this Proof of Claim and the Operative Documents, the terms and conditions of the Operative Documents shall govern. This proof of claim is conditional only and is not intended, nor should it be construed, as Claimant's consent to jurisdiction in the United States Bankruptcy Court, or as a waiver of Claimant's right to a trial by jury in any action or proceeding. This proof of claim is filed without prejudice to any cause of action against the Debtors not constituting a "claim" under 11 U.S.C. §101(5). No portion of the claims asserted herein is subject to any setoffs, recoupment, defenses or counterclaims by any of the Debtors. The Claimant expressly reserves any rights it may have under applicable law or equity, including the right to assert that any claims that may be asserted against it by the Debtor or its affiliates are subject to any counterclaims or rights of subrogation, setoff, and/or recoupment. Claimant expressly reserves the right to withdraw its Proof of Claim as if it had never been filed. Claimant does not waive, and hereby expressly reserves, Claimant's rights to pursue claims, including, but not limited to, the claims described herein, against the Debtors based upon any and all alternative legal theories.

16. No Waiver. For greater clarity, and without limiting the generality of the foregoing, the execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the rights of the Claimant against any other entity or person liable for all or any part of the claims asserted herein; (b) a waiver of any rights or remedies of the Claimant under the Operative Documents or an election of remedies which waives or otherwise affects any other remedy; (c) consent by the Claimant to the jurisdiction of the Bankruptcy Court with respect to any proceeding commenced in these Chapter 11 Cases against or otherwise involving the Claimant; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in the Chapter 11 Cases against or otherwise involving the Claimant; (e) a waiver or release by the Claimant of any right to trial in the Bankruptcy Court or in any other court, or a consent by the Claimant to a trial by jury, in the Bankruptcy Court or any other court; (f) a waiver of any right to the subordination or recharacterization, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (g) a waiver of any right of the Claimant to assert that all or any portion of the claims asserted herein constitutes an administrative expense claim in the Chapter 11 Cases; (h) a waiver of any past, present or future defaults or events of defaults; (i) a waiver of any indebtedness owed to or rights held by the Claimant with respect to the Debtor or its affiliates or other entity; (j) a waiver of any right to fees, indemnities, costs, and expenses permitted under the Operative Documents and under applicable law; (k) a waiver of any entitlement of the Claimant to any immunity (on the grounds of sovereignty or other similar grounds) except to the extent mandatorily required by operation of law; (l) a waiver or release of any right of the Claimant to have all disputes with any or all of the Debtors resolved as may be provided contractually notwithstanding whether or not such matters are designated as “core proceedings” pursuant to 28 U.S.C. § 157(b)(2); (m) a waiver or release of the right of the Claimant to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by the United States District Court; (n) an election of remedies; or (o) a concession or admission by Claimant of liability with respect to any claims, matters, causes of action, or proceeding asserted or brought against the Claimant or the Debtors by any party.

17. Notices. All notices with respect to this Proof of Claim should be sent to:

(i) The Claimant:

Capital Finance Opportunities 1901C, LLC
Attn: Jung Choi
13413 Galleria Circle Building Q-300
Austin, TX 78738
Email: notices@capitalfinanceopportunities.com

and to

(ii) Counsel to the Claimant:

Harrison Denman
White & Case LLP
1221 Avenue of the Americas

New York, NY 10020-1095
Email: hdenman@whitecase.com

[The remainder of this page is intentionally left blank]

Exhibit 1

Amended and Restated Limited Liability Company Agreement of Air Pros Solutions Holdings, LLC

[The final version of this agreement is on file with the Claimant and can be made available upon request]

Exhibit 2

Warrant Issuance Agreement

WARRANT ISSUANCE AGREEMENT

This Warrant Issuance Agreement (this “Agreement”) is made as of August 25, 2021 by and between AIR PROS SOLUTIONS HOLDINGS, LLC, a Delaware limited liability company (the “Company”), and the one or more Warrant Holders identified on the signature pages hereto (the “Warrant Holders”).

WHEREAS, pursuant to that certain Senior Secured First Lien Term Loan Facility, dated as of August 25, 2021 (the “Senior Facility”) and the Delayed Draw Term Loan, dated August 25, 2021 (the “DDTL” and, together with the Senior Facility, the “New Facility”), by and among the Company, as borrower, and Capital Finance Opportunities 1901C, LLC, as lender, and each of the other lenders from time to time party thereto (the “Lenders”), the Company desires to issue to each Warrant Holder, and the Warrant Holders desire to acquire from the Company, certain warrants (the “Warrants”) in accordance with the terms hereof; and

WHEREAS, the Company and each of the Warrant Holders are executing and delivering this Agreement in accordance with and in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D (“Regulation D”) as promulgated by the United States Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”).

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Warrant Holders, intending to be legally bound, hereby agree as follows:

ARTICLE I ISSUANCE OF WARRANTS

1.1 Authorization of Warrants. The Company has authorized the issuance of the Warrants to the Warrant Holders.

1.2 Warrants. The Warrant Holders shall be issued Warrants (the “Penny Warrants”) to purchase, as of the date hereof, up to 10% of the issued and outstanding Class A Units of the company, par value \$0.01 per share (the “Class A Units”) of the Company, on a fully diluted basis, giving effect to the issuance of Class A Units under this Agreement and the Warrants and all other issued and outstanding Units of the Company as of the date hereof (including any securities exchangeable or convertible into Units, and including the Class A Units issued to C&P Hansen Heating and Cooling under that certain Asset Purchase Agreement dated as of August 20, 2021 as of the date hereof (the “Hansen APA”), less any such Class A Units cancelled in connection with the post-closing purchase price adjustment under Section 1.3 of the Hansen APA) (the “Hansen Adjustment”) (collectively, the “Outstanding Units”), in a number set forth on the respective Warrant Holder signature pages hereto, as of the date of this Agreement, as such number may be reduced as a result of any Hansen Adjustment; purchased at an initial exercise price of \$.01 per Class A Unit and a term of five (5) years; and

(b) Warrants (the “Strike Warrants”) and, together with the Penny Warrants, the “Warrants”) to purchase, as of the date of issuance, up to 0.25% of the outstanding Units of the Company as of the date of issuance for every \$1.0 million of principal newly drawn under the

DDTL, regardless of any subsequent repayments of any principal amount thereunder at any time, in a number set forth on the respective Warrant Holder signature page thereto; purchased at an initial per Unit exercise price equivalent to the per Unit value of the underlying Class A Units at \$75 million of equity value for the Company; provided that upon the occurrence of any Change in Control of the Company, the Company may settle the Strike Warrants in cash as if the aggregate equity value of the Company were \$125 million (the “Strike Warrant Cap”); provided further, that the Strike Warrant Cap shall increase to \$150 million on and after the first anniversary of the Closing Date (as defined below) and the Strike Warrant Cap shall increase to \$175 million on and after the second anniversary of the Closing Date and on and after the third anniversary of the Closing Date there shall no longer be any Strike Warrant Cap.

The terms of the Penny Warrants shall be substantially as set forth in the form of Warrant attached hereto as Exhibit A and the terms of the Strike Warrants shall be substantially as set forth in the form of Warrant attached hereto as Exhibit B.

1.3 The Closing. The closing (the “Closing”) with respect to the transactions contemplated by Sections 1.2 shall take place on the date hereof (the “Closing Date”) at the offices of the Company.

1.4 Certain Covenants of the Company. As long as the Warrants are outstanding, the Company hereby agrees with the Warrant Holders as follows:

(a) Delivery of Financial Statements. The Company shall deliver to each Warrant Holder (1) a monthly consolidated financial report for the Company in form and substance reasonably satisfactory to the Warrant Holders within thirty (30) days of the end of each calendar month, (2) a quarterly consolidated financial report for the Company in form and substance reasonably satisfactory to the Warrant Holders within forty-five (45) days of the end of each fiscal quarter, and (3) annual consolidated balance sheet and related consolidated statements of operations and cash flows of the Company within 90 days of each fiscal year-end audited by a firm of certified public accountants of nationally recognized standing selected by the Company and acceptable to the Warrant Holders, and (4) such other information relating to the financial condition, business, prospects, or affairs of the Company as any Warrant Holder may from time to time reasonably request. The certificate or report of accountants shall (i) contain an unqualified opinion, stating that such consolidated financial statements present fairly in all material respects the financial position for the periods indicated in conformity with GAAP applied on a basis consistent with prior years, (ii) not include any explanatory paragraph expressing substantial doubt as to going concern status (except for qualifications pertaining to the impending maturity of indebtedness in respect of the Facilities within 12 months of the date such report is delivered or any anticipated breach of any financial covenant), and (iii) include the accountants’ letter to management.

(b) Inspection. Without limiting the rights of any Lender under the New Facility, the Company shall permit any representative of the Warrant Holders to visit and inspect at such reasonable times during regular business hours any of its properties and to examine its books and records, and to make copies and take extracts therefrom, and to discuss its affairs, finances and accounts with the officers thereof and its accountants (provided that the Company may, if it so chooses, be present at or participate in any such discussion), and to conduct financial audits, all at the reasonable expense of the Company and upon reasonable notice and as often as the Warrant Holder’s may reasonably request.

(c) Organizational Documents. The Company shall not amend, modify, or otherwise waive any provision of its certificate of formation, LLC Agreement (as defined in the Warrant), or other organizational documents in a manner materially adverse to the interests of the WarrantHolder, without the prior written consent of the Warrant Holders; provided, however, any amendments, modifications, or waivers with respect to the following provisions of the LLC Agreement of the Company shall require the prior written consent of the Warrant Holders to extent it would adversely affect the Warrant Holder in any respect: Section 3.8 (Preemptive Rights), Section 11.1 (Liability for Covered Persons), Article IX (Distributions), Section 11.4 (Indemnification for Covered Persons) and Section 11.3 (Fiduciary Duty).

(d) Affiliate Transactions. The Company shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service), agreement, or other arrangement with any officer, director, management employee, any family member of the foregoing, or any affiliate of the foregoing, on terms that are less favorable to the Company than those that might be obtained at the time from persons who are not such an affiliate, without the prior written consent of the Warrant Holders, subject to the exceptions set forth in the New Facility.

(e) Board Member. The Warrant Holders shall have the right to designate one member of the board of directors of the Company (the "Peak Rock Director"), who will attend and participate in all regularly scheduled meetings of the full board of directors of the Company. On the same terms as for all members of the board of directors, the Peak Rock Director shall be entitled to reasonable advance notice of all regularly scheduled meetings of the full board of directors of the Company and shall receive reimbursement from the Company for reasonable out-of-pocket expenses incurred in connection with attendance at such meetings.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE WARRANT HOLDERS

Each Warrant Holder hereby represents and warrants, severally for itself and not jointly with any other Warrant Holder, to and agrees with the Company as follows:

2.1 Reliance on Exemptions. Such Warrant Holder acknowledges that the offering and sale of the Warrants (the "Offering") has not been reviewed or recommended by the Commission or any state agency because this is intended to be a nonpublic offering exempt from the registration requirements of the Securities Act and state securities laws. The Offering is being made solely to an "accredited investor," as defined in Rule 501 of Regulation D promulgated under the Securities Act. Each Warrant Holder understands that the Company is relying upon the truth and accuracy of, and such Warrant Holder's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Warrant Holder set forth herein in order to determine the availability of such exemptions and the eligibility of such Warrant Holder to acquire Warrants.

2.2 Investment Purpose. Such Warrant Holder represents that Warrants are being purchased for its own account, for investment purposes only and not with a view to distribution or resale to others in contravention of the registration requirements of the Securities Act. Such Warrant Holder agrees that it will not sell or otherwise transfer any of Warrants unless it is registered under the Securities Act or unless an exemption from such registration is available.

2.3 Accredited Investor. Such Warrant Holder represents and warrants that it is an “accredited investor” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act and that it is able to bear the economic risk of any investment in the Warrants. Such Warrant Holder further represents and warrants that all information provided to the Company by such Warrant Holder is accurate and complete in all material respects.

2.4 Transfer or Resale. Such Warrant Holder will not sell or otherwise transfer Warrants without registration under the Securities Act or applicable state securities laws, or pursuant to an exemption therefrom. Such Warrant Holder understands that Rule 144 promulgated under the Securities Act sets forth certain restrictions on the ability to resell Warrants without having to satisfy the registration requirements under the Securities Act. Such Warrant Holder consents that the Company may, if it desires, permit the transfer of the Warrants out of such Warrant Holder’s name only when such Warrant Holder’s request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the Company that neither the sale nor the proposed transfer results in a violation of the Securities Act or any applicable state “blue sky” laws.

2.5 State Securities Laws; Legends. Such Warrant Holder agrees and acknowledges that the Securities will bear a legend substantially in the form presented below:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS. THIS SECURITY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO SUCH SECURITY UNDER THE SECURITIES ACT OR AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ANY SUCH TRANSFER MAY ALSO BE SUBJECT TO COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS.

2.6 No General Solicitation. Such Warrant Holder represents that such Warrant Holder was not induced to invest by any form of general solicitation or general advertising including, but not limited to, the following: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over the news or radio; and (ii) any seminar or meeting whose attendees were invited by any general solicitation or advertising.

2.7 Authorization; Enforcement; Validity. If such Warrant Holder is a corporation, partnership, trust, or other entity, such Warrant Holder represents and warrants that: (a) it is authorized and otherwise duly qualified to purchase and hold the Warrants; and (b) that this Agreement has been duly and validly authorized, executed and delivered and constitutes the legal, binding and enforceable obligation of the undersigned.

2.8 No Conflicts. If such Warrant Holder is a corporation, partnership, trust, or other entity, Warrant Holder represents and warrants that the execution and delivery by such Warrant Holder of this Agreement will not result in any violation of, or be in conflict with, or constitute a default under, the organizational documents of such entity, any agreement or instrument to which such entity is a party or by which such entity or its respective properties are bound, or any

judgment, decree, order or, to its knowledge, any statute, rule or regulation applicable to such entity.

2.9 **Address.** Such Warrant Holder hereby represents that the address of such Warrant Holder furnished by such Warrant Holder at the end of this Agreement is the undersigned's principal residence if such Warrant Holder is an individual or its principal business address if it is a corporation or other entity.

2.10 **Authority of Signatory.** Any person executing this Agreement on behalf of such Warrant Holder represents and warrants that he or she is duly authorized to enter into and execute this Agreement on behalf of such Warrant Holder.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Warrant Holders as follows:

3.1 **Legality.** The Company has the requisite company power and authority to enter into this Agreement and to issue and deliver the Warrants. The execution and delivery of this Agreement and the issuance and delivery of the Warrants hereunder and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action by the Company. This Agreement has been duly and validly executed and delivered by and on behalf of the Company and is the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by general equitable principles, bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws affecting creditors' rights generally.

3.2 **Organization.** The Company is a limited liability company validly existing and in good standing under the laws of Delaware and is duly qualified as a foreign limited liability company in all jurisdictions where the failure to be so qualified would be material.

3.3 **Non-Contravention/Third Party Consents.** None of the execution and delivery of this Agreement, the issuance of the Warrants or the consummation of the transactions contemplated by this Agreement conflicts with or results in a breach by the Company of any of the terms or provisions of, or constitutes a default under, the certificate of formation or operating agreement of the Company, or any indenture, mortgage, deed of trust or other material agreement or instrument to which the Company is a party or by which it or any of its properties or assets are bound, or any existing applicable federal or state law, rule, or regulation or any applicable decree, judgment or order of any court, federal or state regulatory body, administrative agency or other domestic governmental body having jurisdiction over the Company or any of its properties or assets, except for such conflicts, breaches or defaults as would not be material. To the extent that any third party consent is necessary, the Company has obtained such consent prior to the Closing.

3.4 **Capitalization.** The total number of Outstanding Units of the Company as of the date of this Warrant is correctly set forth on Exhibit A to the LLC Agreement (the "**Cap Table**"). The Cap Table also correctly and completely summarizes the holder and class of each Outstanding Unit. Other than the Outstanding Units set forth on the Cap Table, there are no other Units, securities, or equity rights of the Company.

ARTICLE IV MISCELLANEOUS

4.1 **Notice.** Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, when delivered personally; (b) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) or email; or (c) one (1) business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to Company:

Air Pros Solutions Holdings, LLC
2801 Evans Street
Hollywood, FL 33020
Attention: Douglas Anthony Perera, Jr.
Email: anthony.perera@airprosusa.com
Phone: 877-561-9730

If to any Warrant Holder, to such Warrant Holder's address, facsimile number and/or email set forth at the end of this Agreement, or to such other address, facsimile number and/or email to the attention of such other person as specified by written notice given to the Company five (5) days prior to the effectiveness of such change. Written confirmation of receipt (a) given by the recipient of such notice, consent, waiver or other communication, (b) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission, or (c) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (a), (b) or (c) above, respectively.

4.2 **Entire Agreement; Amendment.** This Agreement along with the Warrants supersede all other prior oral or written agreements between each Warrant Holder, the Company, their affiliates and persons acting on their behalf with respect to the matters discussed herein, and this Agreement and the instruments referenced herein, contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor any Warrant Holder makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended or waived other than by an instrument in writing signed by the Company and each Warrant Holder.

4.3 **Severability.** If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

4.4 **Governing Law; Jurisdiction; Arbitration.** All questions concerning the construction, validity, enforcement and interpretation of this Agreement and the Warrants shall be

governed by the laws of the State of New York including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but otherwise without regard to conflict of law principles.

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR THE BREACH THEREOF, BETWEEN OR AMONG THE COMPANY ON ONE SIDE AND ANY OF THE WARRANT HOLDERS ON THE OTHER SIDE, WHICH HAS NOT BEEN SETTLED BY NEGOTIATION WITHIN SIXTY (60) DAYS FOLLOWING WRITTEN NOTICE BY ONE PARTY TO THIS AGREEMENT TO ALL OTHER PARTIES TO THIS AGREEMENT OF SUCH DISPUTE, CONTROVERSY OR CLAIM (“ARBITRABLE DISPUTE”) SHALL BE FINALLY SETTLED BY ARBITRATION PURSUANT TO THE INTERNATIONAL CHAMBER OF COMMERCE (“ICC”) RULES OF ARBITRATION (“ICC RULES”). THE EMERGENCY ARBITRATOR PROVISIONS SHALL NOT APPLY. THE SEAT OF ARBITRATION SHALL BE NEW YORK, NEW YORK. THE ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE.

ANY PARTY TO AN ARBITRABLE DISPUTE MAY, EITHER SEPARATELY OR TOGETHER WITH ANY OTHER PARTY TO THE ARBITRABLE DISPUTE, INITIATE ARBITRATION PROCEEDINGS PURSUANT TO THIS CLAUSE BY SUBMITTING A REQUEST FOR ARBITRATION TO THE ICC SECRETARIAT, WITH COPIES TO ALL OTHER PARTIES TO THIS AGREEMENT.

ANY PARTY TO THIS AGREEMENT THAT IS NOT ALREADY A PARTY TO THE ARBITRATION MAY INTERVENE AS A PARTY TO THE ARBITRATION (THE “INTERVENING PARTY”), PROVIDED THAT (I) SUCH INTERVENTION IS BASED UPON A DISPUTE, CONTROVERSY OR CLAIM SUBSTANTIALLY RELATED TO THE DISPUTE, CONTROVERSY OR CLAIM IN THE RELEVANT REQUEST FOR ARBITRATION OR COUNTERCLAIM OR CROSSCLAIM AND (II) SUCH INTERVENTION IS MADE BY WRITTEN NOTICE TO THE ICC SECRETARIAT AND TO ALL OTHER PARTIES TO THE ARBITRATION PROCEEDINGS WITHIN 30 DAYS FROM THE RECEIPT BY SUCH PARTY OF THE RELEVANT REQUEST FOR ARBITRATION OR COUNTERCLAIM OR CROSSCLAIM. THE PROVISIONS OF THE ICC RULES GOVERNING THE FORM AND CONTENT OF REQUESTS FOR JOINDER SHALL APPLY MUTATIS MUTANDIS TO THE FORM AND CONTENT OF THE WRITTEN NOTICE OF INTERVENTION.

THE NUMBER OF ARBITRATORS SHALL BE THREE.

IN THE EVENT THAT NO MORE THAN TWO PARTIES ARE NAMED IN THE REQUEST FOR ARBITRATION AND NO PARTY HAS EXERCISED ITS RIGHT TO JOINDER OR INTERVENTION IN ACCORDANCE WITH THE ICC RULES AS SUPPLEMENTED AND MODIFIED BY THE PARAGRAPHS ABOVE, THE CLAIMANT SHALL NOMINATE ONE ARBITRATOR AND THE RESPONDENT SHALL NOMINATE ANOTHER ARBITRATOR. IF EITHER SIDE FAILS TO NOMINATE AN ARBITRATOR WITHIN 30 DAYS OF RECEIPT OF THE REQUEST FOR ARBITRATION, THEN THAT ARBITRATOR SHALL BE APPOINTED BY THE ICC INTERNATIONAL COURT OF ARBITRATION (“ICC COURT”). WITHIN 30 DAYS FROM THE APPOINTMENT OF THE LATER-NOMINATED OF THOSE TWO ARBITRATORS, THE CLAIMANT AND THE RESPONDENT SHALL BY JOINT AGREEMENT NOMINATE THE THIRD ARBITRATOR, WHO SHALL ACT AS THE PRESIDENT OF THE ARBITRAL TRIBUNAL. IF THE CLAIMANT AND THE RESPONDENT FAIL TO NOMINATE A THIRD ARBITRATOR WITHIN THE TIME PERIOD PRESCRIBED ABOVE OR IF THE NOMINATED THIRD ARBITRATOR FAILS WITHIN 10 DAYS AFTER HIS OR HER NOMINATION TO ACCEPT SUCH NOMINATION, THEN THE ICC COURT SHALL APPOINT

THE THIRD ARBITRATOR AND SHALL PROMPTLY NOTIFY THE PARTIES OF THE APPOINTMENT.

IN THE EVENT THAT MORE THAN TWO PARTIES ARE NAMED IN THE REQUEST FOR ARBITRATION OR AT LEAST ONE CONTRACTING PARTY EXERCISES ITS RIGHT TO JOINDER OR INTERVENTION IN ACCORDANCE WITH THE ICC RULES AS SUPPLEMENTED AND MODIFIED BY THE PARAGRAPHS ABOVE, THE CLAIMANT(S) SHALL JOINTLY NOMINATE ONE CO-ARBITRATOR AND THE RESPONDENT(S) SHALL JOINTLY NOMINATE THE OTHER CO-ARBITRATOR, BOTH WITHIN 15 DAYS AFTER THE EXPIRY OF THE PERIOD DURING WHICH PARTIES CAN EXERCISE THEIR RIGHT TO JOINDER OR INTERVENTION. IF THE PARTIES DISAGREE ABOUT THEIR CLASSIFICATION AS CLAIMANT(S) OR RESPONDENT(S), OR IF THE MULTIPLE CLAIMANTS OR THE MULTIPLE RESPONDENTS FAIL TO NOMINATE A CO-ARBITRATOR AS PROVIDED ABOVE, THE ICC COURT SHALL, UPON THE REQUEST OF ANY PARTY, APPOINT ALL THREE ARBITRATORS AND DESIGNATE ONE OF THEM TO ACT AS THE PRESIDENT OF THE ARBITRAL TRIBUNAL. IF THE CLAIMANT(S) AND THE RESPONDENT(S) NOMINATE THE CO-ARBITRATORS AS PROVIDED ABOVE, WITHIN 30 DAYS FROM THE APPOINTMENT OF THE LATER-NOMINATED OF THOSE TWO ARBITRATORS, THE CLAIMANT AND THE RESPONDENT SHALL BY JOINT AGREEMENT NOMINATE THE THIRD ARBITRATOR, WHO SHALL ACT AS THE PRESIDENT OF THE ARBITRAL TRIBUNAL. IF THE CLAIMANT AND THE RESPONDENT FAIL TO NOMINATE A THIRD ARBITRATOR WITHIN THE TIME PERIOD PRESCRIBED ABOVE OR IF THE NOMINATED THIRD ARBITRATOR FAILS WITHIN 10 DAYS AFTER HIS OR HER NOMINATION TO ACCEPT SUCH NOMINATION, THEN THE ICC COURT SHALL APPOINT THE THIRD ARBITRATOR AND SHALL PROMPTLY NOTIFY THE PARTIES OF THE APPOINTMENT.

ANY JOINED OR INTERVENING PARTY SHALL BE BOUND BY ANY AWARD RENDERED BY THE ARBITRAL TRIBUNAL EVEN IF SUCH PARTY CHOOSES NOT TO PARTICIPATE IN THE ARBITRAL PROCEEDINGS.

THE ARBITRAL TRIBUNAL MAY RELY UPON THE INTERNATIONAL BAR ASSOCIATION RULES ON THE TAKING OF EVIDENCE IN INTERNATIONAL ARBITRATION AS A NON-BINDING SOURCE OF GUIDANCE.

THE PARTIES IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK, NEW YORK IN THE BOROUGH OF MANHATTAN AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT WITH JURISDICTION TO HEAR APPEALS FROM ANY THEREOF IN RESPECT OF ANY ACTION BROUGHT TO ENFORCE THIS AGREEMENT TO ARBITRATE AND ANY PROCEEDING IN AID OF AN ARBITRATION UNDER THIS AGREEMENT.

NOTWITHSTANDING THE PRECEDING, APPLICATION MAY BE MADE TO ANY COURT OF COMPETENT JURISDICTION WITH RESPECT TO THE ENFORCEMENT OF ANY AWARD(S) AND JUDGMENT UPON ANY AWARD(S) RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

4.5 **Indemnification.** The Company agrees to indemnify and hold harmless each Warrant Holder, any agents and each of their respective officers, directors, employees, agents, attorneys, control persons and affiliates from and against all losses, liabilities, claims, damages, costs (including reasonable attorneys' fees), fees, and expenses whatsoever (including, but not limited to, any and all reasonable expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach of the Company of any covenant or agreement made by the Company herein or in any other document delivered by or on behalf of the Company in connection with this Agreement.

4.6 **Headings.** The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

4.7 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

4.8 **No Third Party Beneficiaries.** This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

4.9 **Survival.** The representations and warranties of the Company and each Warrant Holder contained in Articles II and III and the agreements set forth in this Article IV shall survive for a period of five (5) years after the Closing. The covenants in this Agreement and each Warrant shall survive independently until fully performed.

4.10 **Further Assurances.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

4.11 **No Strict Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

4.12 **Legal Representation.** Each Warrant Holder acknowledges that: (a) it has read this Agreement and the exhibits hereto; (b) it has either been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of its own choice, or has chosen to forego such representation by legal counsel after being advised to seek such legal representation; and (c) it understands the terms and consequences of this Agreement and is fully aware of their legal and binding effect.

4.13 **Confidentiality.** Each Warrant Holder agrees that it shall keep confidential and not divulge, furnish or make accessible to anyone, the confidential information concerning or relating to the business or financial affairs of the Company to which it has become privy by reason of this

Agreement (i) until such information has been publicly disclosed by the Company or until such information is no longer material to the Company, (ii) except to the extent that disclosure is required by applicable law, rule or regulation, or legal process, or (iii) except to the extent disclosure is permitted by the New Facility.

4.14 **Counterparts**. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

[SIGNATURE PAGE FOLLOWS]

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

COMPANY:

**AIR PROS SOLUTIONS HOLDINGS,
LLC**

By: 

Name: Douglas Anthony Perera, Jr.
Title: President

WARRANT HOLDER

CAPITAL FINANCE OPPORTUNITIES 1901C, LLC

By: 
Name: Jung Choi
Title: Chief Financial Officer

Tax ID: 83-3937159

Penny Warrants: Warrant Units to purchase 100,000 Class A Units.

WARRANT HOLDER NOTIFICATION INFORMATION

Capital Finance Opportunities 1901C, LLC

13413 Galleria Circle, Suite Q-300

Austin, TX 78738

Email: notices@capitalfinanceopportunities.com

**SIGNATURE PAGE TO THE WARRANT
ISSUANCE AGREEMENT**

EXHIBIT A

FORM OF PENNY WARRANT

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

UNIT PURCHASE WARRANT

AIR PROS SOLUTIONS HOLDINGS, LLC

Warrant Units: _____

Initial Exercise Date: August __, 2021

THIS UNIT PURCHASE WARRANT (this “Warrant”) certifies that, for value received, [NAME OF HOLDER], (the “Holder”) is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the “Initial Exercise Date”) and on or prior to the close of business on the fifth (5th) anniversary of the Initial Exercise Date (the “Termination Date”) but not thereafter, to subscribe for and purchase from AIR PROS SOLUTIONS HOLDINGS, LLC, a Delaware limited liability company (the “Company”), _____ Class A Units (“Class A Units”), of the Company (as subject to adjustment hereunder, the “Warrant Units”) of the Company. The purchase price per Class A Unit under this Warrant shall be equal to the Exercise Price (as defined in Section 2(b) hereof).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Warrant Issuance Agreement (the “Issuance Agreement”), dated as of August 25, 2021, among the Company and the purchasers signatory thereto. In addition for purposes of this Warrant, “LLC Agreement” means the Amended and Restated Limited Liability Company Agreement of the Company, dated as of August 25, 2021, and as further amended as of the date hereof.

Section 2. Exercise.

1) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy of the Notice of Exercise form, which is annexed hereto as Exhibit A and made a part hereof, and within ten (10) business days of the date said Notice of Exercise is delivered to the Company, the

Company shall have received payment of the aggregate Exercise Price of the Warrant Units thereby purchased payable at the Holder's election by bank check or by wire transfer to an account designated by the Company. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Units available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within ten (10) business days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Units available hereunder shall have the effect of lowering the outstanding number of Warrant Units purchasable hereunder in an amount equal to the applicable number of Warrant Units purchased. The Company covenants that all Warrant Units that are issued upon the exercise of rights represented by this Warrant will be fully paid, nonassessable, and free from all taxes, liens, and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue). The Holder and the Company shall maintain records showing the number of Warrant Units purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise Form within ten (10) business days of receipt of such notice.

2) Exercise Price. The exercise price per Warrant Unit under this Warrant shall be \$0.01.

3) Mechanics of Exercise.

a) Notice of Issuance Following Exercise. A notice confirming the issuance ("Notice of Issuance"), and number of Warrant Units issued, following the exercise of any Warrants shall be delivered to the address specified by the Holder in the Notice of Exercise by the date that is ten (10) business days after the latest of (A) the delivery to the Company of the Notice of Exercise, (B) surrender of this Warrant (if required), and (C) payment of the aggregate Exercise Price as set forth above. The Warrant Units shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such Warrant Units for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the Exercise Price prior to the issuance of such Warrant Units, having been paid.

b) Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant, at the time of delivery of the Notice of Issuance, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Units called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

c) No Fractional Units or Scrip. No fractional shares or scrip representing fractional Warrant Unit shall be issued upon the exercise of this Warrant. As to any fraction of a Warrant Unit which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole Warrant Unit.

d) Closing of Books. The Company will not close its Unit register or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

4) Cash-Less Exercise. Notwithstanding any provisions herein to the contrary, if the Fair Market Value of one Class A Unit is greater than the applicable Exercise Price for such Class A Unit (at the date of calculation as set forth below), in lieu of exercising this Warrant for cash, the Holder may elect to receive Class A Units equal to the value (as determined below) of this Warrant (or the portion thereof being canceled) (the “Cashless Exercise”) by delivery to the Company of a Notice of Exercise with the Cashless Exercise election in which event the Company shall issue to the Holder that number of the Class A Units determined according to the following formula:

$$\text{FORMULA: } X = \frac{Y(A-C)}{A}$$

Where X = the number of Class A Units to be issued to the Holder

Y = the number of Class A Units being exercised under the Warrant or, if only a portion of the Warrant Units are being exercised, the portion of the Warrant Units being canceled

A = the Fair Market Value of one Class A Unit as defined below

C = Exercise Price

For purposes of this Warrant, the term “Fair Market Value” of Class A Unit shall mean an amount mutually agreed upon in good faith by Holder and the Company, or in the absence of such agreement, an amount equal to the Company Value (as defined below) divided by the Outstanding Units at such time, determined on a fully diluted basis.

5) Put Rights. At any time after a Change of Control (as defined below), Holder shall have a right, upon 120 days’ notice (but only five (5) business days’ notice shall be required in the event of a pending Change of Control), to sell, and the Company shall have the obligation to purchase, all or a portion of the Holder’s Securities (as defined below) for a price in cash equal to the Put Price (as defined below) with respect to such Securities. This Section 2(5) shall survive the Termination Date. For the purposes of this Warrant:

a) “Change of Control” means an Organic Change or any other transaction in which the holders of the Company’s outstanding Units of the Company prior to such transaction transfer, or otherwise do not own, over 50% of the outstanding Units of the Company, immediately after such transaction.

b) “Company Value” means (1) with respect to a Change of Control transaction with an unaffiliated third party, the aggregate enterprise value of the Company on a debt-free consolidated basis established in such transaction, and (2) with respect to any other transaction or instance requiring determination, an amount equal to the appraised enterprise value of the Company on a going- concern basis and on a debt-free consolidated basis as determined by a mutually agreed upon third-party appraiser at the Company’s expense. For the avoidance of doubt, Company Value and the Put Price shall be determined without any discount for lack of control, liquidity or transfer limitations.

c) “Put Price” means the amount Holder would receive for the Securities if the Company was sold on a debt-free basis for the Company Value, all of the outstanding Securities of Holder were converted to Class A Units, and proceeds equal to the Company Value plus any cash of the Company were distributed in cash to the holders of the Class A Units.

d) “Securities” means any Warrant Units, any Class A Units, any other Units of the Company, and any other security exchangeable or convertible into Units.

6) Warrantholder Adjustments.

a) Upon exercise of this Warrant, Warrantholder shall initially receive Class A Units equal to ten percent (10%) of the Outstanding Units (as defined herein), subject to the provisions of Section 2(6)(b) below, which is calculated on a fully diluted basis to take into account all grants, warrants, options and securities outstanding as of the date hereof that may be converted or exchanged into Units (including the Class A Units issued to C&P Hansen Heating and Cooling under that certain Asset Purchase Agreement dated as of August 20, 2021 as of the date hereof (the “Hansen APA”), less any such Class A Units cancelled in connection with the post-closing purchase price adjustment under Section 1.3 of the Hansen APA). Upon the fifth (5th) anniversary date of this Agreement, the Units issued upon exercise of the Warrant shall be recalculated under the LLC Agreement to take into account and to exclude any warrants set forth on Schedule A to the LLC Agreement that have both expired by their terms and have not been exercised as of such fifth (5th) anniversary date. No adjustment shall be made for other securities of the Company.

b) For the avoidance of doubt, the adjustments set forth in this Section 2(6) shall be applied without any duplication of the corresponding adjustments that may occur pursuant to the LLC Agreement.

Section 3. Certain Adjustments.

a) Adjustments for Splits, Combinations, Certain Distributions. If the Company shall, at any time or from time to time after the Initial Exercise Date, effect a split of the outstanding Units of the Company (or any other subdivision of its Units into a larger number of Units), combine the outstanding Units of the Company into a smaller number of Units, or make or issue or set a record date for the determination of holders of Units entitled to receive a distribution payable in Units of the Company, then, in each event (i) the number of Units of the Company for which this Warrant shall be exercisable immediately after the occurrence of any such event shall be adjusted to equal the number of Units of the Company that a record holder of the same number of Units of the Company for which this Warrant is exercisable immediately prior to the occurrence of such event would own or be entitled to receive after the happening of such event, and (ii) the Exercise Price then in effect shall be adjusted to equal (A) the Exercise Price then in effect multiplied by the number of Units of the Company for which this Warrant is exercisable immediately prior to the adjustment divided by (B) the number of Units of the Company for which this Warrant is exercisable immediately after such adjustment.

b) Adjustment for Other Distributions. If the Company shall, at any time or from time to time after the Initial Exercise Date, make or issue or set a record date for the determination of holders of Units of the Company entitled to receive a distribution payable in (i)

cash, (ii) any evidences of indebtedness, or any other securities of the Company or any property of any nature whatsoever, other than, in each case, Units of the Company; or (iii) any warrants or other rights to subscribe for or purchase any evidences of indebtedness, or any other securities of the Company or any property of any nature whatsoever, other than, in each case, Units of the Company, then, and in each event, (A) the number of Units of the Company for which this Warrant shall be exercisable shall be adjusted to equal the product of the number of Units of the Company for which this Warrant is exercisable immediately prior to such adjustment multiplied by a fraction (1) the numerator of which shall be the Fair Market Value of such Unit immediately prior to such distribution (2) the denominator of which shall be such Fair Market value of such Unit minus the amount allocable to one Unit of the Company of any such cash so distributable and of the fair value (as determined in good faith by the board of the Company) of any and all such evidences of indebtedness, Units, other securities or property or warrants or other subscription or purchase rights so distributable, and (B) the Exercise Price then in effect shall be adjusted to equal (1) the Exercise Price then in effect multiplied by the number of Units of the Company for which this Warrant is exercisable immediately prior to the adjustment divided by (2) the number of Units of the Company for which this Warrant is exercisable immediately after such adjustment. A reclassification of the Units of the Company (other than a change in par value, or from par value to no par value or from no par value to par value) into Units of the Company and Units of any other class of equity shall be deemed a distribution by the Company to the holders of its Units of such other class of equity within the meaning of this Section 3(b) and, if the outstanding Units of the Company shall be changed into a larger or smaller number of Units as a part of such reclassification, such change shall be deemed a subdivision or combination, as the case may be, of the outstanding Units of the Company within the meaning of Section 3(a).

c) Adjustments for Reclassification, Exchange or Substitution. If the Units of the Company for which this Warrant is exercisable at any time or from time to time after the Initial Exercise Date shall be changed to the same or different number of Units of any class or classes of equity, whether by reclassification, exchange, substitution or otherwise (other than by way of a split or combination of Units or distributions provided for in Section 3(a), Section 3(b), or a reorganization, merger, consolidation, or sale of assets provided for in Section 3(d)), then, and in each event, an appropriate revision to the Exercise Price shall be made and provisions shall be made (by adjustments of the Exercise Price or otherwise) so that, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, in lieu of Warrant Units, the kind and amount of Units and other securities receivable upon reclassification, exchange, substitution or other change, by holders of the number of Units of the Company for which this Warrant was exercisable immediately prior to such reclassification, exchange, substitution or other change, all subject to further adjustment as provided herein.

d) Adjustments for Reorganization, Merger, Consolidation or Sales of Assets. If at any time or from time to time after the initial Exercise Date there shall be a capital reorganization of the Company (other than by way of a split or combination of Units or distributions provided for in Section 3(a), and Section 3(b), or a reclassification, exchange or substitution of Units provided for in Section 3(c)), or a merger or consolidation of the Company with or into another entity where the holders of the Company's outstanding voting securities prior to such merger or consolidation do not own over 50% of the outstanding voting securities of the merged or consolidated entity, immediately after such merger or consolidation, or the sale of all or a majority of the Company's properties or assets to any other person (an "Organic Change"),

then as a part of such Organic Change an appropriate revision to the Exercise Price shall be made if necessary and provision shall be made if necessary (by adjustments of the Exercise Price or otherwise) so that, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, in lieu of Warrant Units, the kind and amount of Units and other securities or property of the Company or any successor entity resulting from the Organic Change. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 3(d) with respect to the rights of the Holder after the Organic Change to the end that the provisions of this Section 3(d) (including any adjustment in the Exercise Price then in effect and the number of Units or other securities deliverable upon exercise of this Warrant) shall be applied after that event in as nearly an equivalent manner as may be practicable.

e) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a Unit, as the case may be. For purposes of this Section 3, the number of Units of the Company deemed to be issued and outstanding as of a given date shall be the sum of the number of Units of the Company issued and outstanding.

f) Notice to Holder.

(i) Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall mail to the Holder at least ten (10) business days prior to the date of such adjustment, a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Units and setting forth a brief statement of the facts requiring such adjustment.

(ii) Notice to Allow Exercise by Holder. If (A) the Company shall declare a distribution on the Units of the Company (except in connection with distributions to members of the Company to cover their tax obligations with respect to their Units in the Company), (B) the Company shall declare a special nonrecurring cash distribution on or a redemption of the Units of the Company, (C) the Company shall authorize the granting to all holders of the Unit rights or warrants to subscribe for or purchase any Units of any class or of any rights, (D) the approval of any members of the Company shall be required in connection with any reclassification of the Units of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or a majority of the assets of the Company, any Organic Change, or any compulsory exchange whereby the Units of the Company is converted into other securities, cash or property, (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, or (F) any other transaction in which the holders of the Company's outstanding Units of the Company prior to such transaction transfer, or otherwise do not own, over 50% of the outstanding Units of the Company, immediately after such transaction is pending or reasonably likely to occur, then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register of the Company, at least 30 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Units of the Company of record to be entitled to such distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, Organic Change, sale, transfer, or exchange is expected to become effective or close, and the date as of which it is expected that holders of the Units of the Company of record shall be entitled to exchange their Units of the Company for securities, cash or other property deliverable

upon such reclassification, consolidation, merger, Organic Change, sale, transfer or exchange; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the action inquired to be specified in such notice. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws, and the conditions set forth in Section 4(d) hereof, this Warrant and all rights hereunder are transferable, in whole or in part, without the consent of the Company, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form of the Assignment Form, attached hereto as Exhibit B and made a part hereof, duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations reasonably requested in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Units without having a new Warrant issued.

b) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the “Warrant Register”), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

c) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of the Issuance Agreement and applicable securities laws.

d) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Units issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Units or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Miscellaneous.

a) No Rights as a Member Until Exercise; LLC Agreement. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a member of

the Company prior to the exercise hereof as set forth in Section 2(3)(a), but Holder shall have the rights applicable to the Warrantholder under the LLC Agreement from and after the date hereof. Upon exercise of this Warrant, Holder shall become a member of the Company and shall be entitled to such additional rights as are provided under the LLC Agreement as a member. Notwithstanding anything to the contrary in the LLC Agreement, the Company hereby agrees that Holder shall not be required pursuant to the LLC Agreement or otherwise to enter into or be bound by any restrictive covenant agreements in connection with any Approved Sale (as defined in the LLC Agreement), but, for the avoidance of doubt, upon exercise of this Warrant, Holder shall otherwise be subject to the drag-along provisions in Section 12.5 of the LLC Agreement.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which shall not include the posting of any bond), and upon surrender and cancellation of such Warrant, if mutilated, the Company will make and deliver a new Warrant of like tenor and dated as of such cancellation, in lieu of such Warrant.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a business day, then, such action may be taken or such right may be exercised on the next succeeding business day.

d) Authorized Class A Units. The Company covenants that, during the period this Warrant is outstanding, it will reserve from its authorized and unissued Class A Units a sufficient amount of Class A Units to provide for the issuance of the Warrant Units upon the exercise of any purchase rights under this Warrant.

Except and to the extent as expressly waived or consented to by the Holder in writing, the Company shall not by any action, including, without limitation, amending its certificate of formation, LLC Agreement or other organizational documents or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be reasonably necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment.

Before taking any action which would result in an adjustment in the number of Warrant Units for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be reasonably necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of this Warrant and the Issuance Agreement.

f) Restrictions. The Holder acknowledges that the Warrant Units acquired upon the exercise of this Warrant may have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Issuance Agreement.

i) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Units.

j) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the prior written consent of the Company and the Holder.

k) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

l) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

m) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by the laws of the State of New York including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but otherwise without regard to conflict of law principles. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of courts of the State of New York located in the Borough of Manhattan or of the United States for the Southern District of New York and any appellate court from any thereof, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably consents to the service of any and all process in any such suit, action or proceeding by the mailing of copies of such process to such party's notice address set forth in this Agreement; provided, that, if the Company shall not maintain an office in New York City or an agent for service of process in New York City, the Company shall promptly appoint and maintain an agent qualified to act as an agent for service of process with respect to the courts specified in this Section 5(m), as the Company's authorized agent to accept and acknowledge on the Company's behalf service of any and all process which may be served in any such suit, action or proceeding. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereby irrevocably waives any right it may have, and agrees not to request, a jury trial for the adjudication

of any dispute hereunder or in connection with or arising out of this Agreement or any transaction contemplated hereby.

n) No Effect on Lending Relationships. Notwithstanding anything in this Warrant to the contrary, nothing contained in this Warrant or the LLC Agreement shall affect, limit or impair the rights and remedies of a lender to the Company or any of its Subsidiaries in their capacities as lenders to the Company or any of its subsidiaries pursuant to any agreement under which the Company or any of its Subsidiaries has or from time to time will have borrowed money. Without limiting the generality of the foregoing, no such lender, in exercising its rights as a lender, including making its decision on whether to foreclose on any collateral security, shall have any duty to consider (a) its status as a member or warrant holder of the Company, (b) the interests of the Company or any of its Subsidiaries or (c) any duty it may have to any other member in such member's capacity as an equity investor in the Company, except as may be required under the applicable loan documents or by applicable law to creditors generally.

* * * * *

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by officer thereunto duly authorized as of the date first above indicated.

AIR PROS SOLUTIONS HOLDINGS, LLC

By: _____
Name:
Title:

Exhibit A
Notice of Exercise

To: Air Pros Solutions Holdings, LLC (the "Company")

1. Pursuant to the terms of the Unit Purchase Warrant, dated as of August ____, 2021 (as may be amended or otherwise modified from time to time, the "Warrant") (which Warrant is attached hereto and made a part hereof if exercised in full), the undersigned hereby elects to purchase Warrant Units and tenders herewith payment of the Exercise Price (as defined in the Warrant) in full, together with all applicable transfer taxes, if any.

2. Cashless Exercise: Yes ____; No ____.

3. Please issue a certificate or certificates representing said Warrant Units in the name of the undersigned or in such other name as is specified below:

[SIGNATURE OF HOLDER]

Name of Investing Entity:

Signature of Authorized Signatory of Investing Entity:

Name of Authorized Signatory:

Title of Authorized Signatory:

Date:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Exhibit B
Assignment Form

(To assign the foregoing warrant, execute
this form and supply required information.

Do not use this form to exercise the warrant.)

FOR VALUE RECEIVED, [_____] %] of the Warrant Units of the foregoing Warrant
and all rights evidenced thereby are hereby assigned to _____
whose address is _____.

Dated: _____, _____

Holder's Signature:

Holder's Address: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations or other entities and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

EXHIBIT B

FORM OF STRIKE WARRANT

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT’ OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

UNIT PURCHASE WARRANT

AIR PROS SOLUTIONS HOLDINGS, LLC

Warrant Units: _____

Initial Exercise Date: __, 202__

THIS UNIT PURCHASE WARRANT (this “Warrant”) certifies that, for value received, [NAME OF HOLDER], (the “Holder”) is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the “Initial Exercise Date”) and on or prior to the close of business on the fifth (5th) anniversary of the Initial Exercise Date (the “Termination Date”) but not thereafter, to subscribe for and purchase from AIR PROS SOLUTIONS HOLDINGS, LLC, a Delaware limited liability company (the “Company”), _____ Class A Units (“Class A Units”), of the Company (as subject to adjustment hereunder, the “Warrant Units”) of the Company. The purchase price per Class A Unit under this Warrant shall be equal to the Exercise Price (as defined in Section 2(b) hereof).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Warrant Issuance Agreement (the “Issuance Agreement”), dated as of August 25, 2021, among the Company and the purchasers signatory thereto. In addition for purposes of this Warrant, “LLC Agreement” means the Amended and Restated Limited Liability Company Agreement of the Company, dated as of August 25, 2021, and as further amended as of the date hereof.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy of the Notice of Exercise form, which is annexed hereto as Exhibit

A and made a part hereof, and within ten (10) business days of the date said Notice of Exercise is delivered to the Company, the Company shall have received payment of the aggregate Exercise Price of the Warrant Units thereby purchased payable at the Holder's election by bank check or by wire transfer to an account designated by the Company. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Units available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within ten (10) business days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Units available hereunder shall have the effect of lowering the outstanding number of Warrant Units purchasable hereunder in an amount equal to the applicable number of Warrant Units purchased. The Company covenants that all Warrant Units that are issued upon the exercise of rights represented by this Warrant will be fully paid, nonassessable, and free from all taxes, liens, and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue). The Holder and the Company shall maintain records showing the number of Warrant Units purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise Form within ten (10) business days of receipt of such notice.

b) Exercise Price. The exercise price per Warrant Unit under this Warrant shall be at an initial per Unit exercise price equivalent to the per Unit value of the underlying Class A Units at \$75 million of equity value for the Company; provided that upon the occurrence of any Change in Control of the Company, the Company may settle these Warrants in cash as if the aggregate equity value of the Company were \$125 million (the "Strike Warrant Cap"); provided further, that the Strike Warrant Cap shall increase to \$150 million on and after the first anniversary of the Closing Date (as defined in the Warrant Issuance Agreement) and the Strike Warrant Cap shall increase to \$175 million on and after the second anniversary of the Closing Date and on and after the third anniversary of the Closing Date there shall no longer be any Strike Warrant Cap.

c) Mechanics of Exercise.

(i) Delivery of Notice of Issuance Following Exercise. A notice confirming the issuance ("Notice of Issuance"), and number of Warrant Units issued, following the exercise of any Warrants shall be transmitted by the Company to the Holder by physical delivery to the address specified by the Holder in the Notice of Exercise by the date that is ten (10) business days after the latest of (A) the delivery to the Company of the Notice of Exercise, (B) surrender of this Warrant (if required), and (C) payment of the aggregate Exercise Price as set forth above. The Warrant Units shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such Warrant Units for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the Exercise Price prior to the issuance of such Warrant Units, having been paid.

(ii) Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant, at the time of delivery of the Notice of Issuance, deliver to

the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Units called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

(iii) No Fractional Units or Scrip. No fractional shares or scrip representing a fractional Warrant Unit shall be issued upon the exercise of this Warrant. As to any fraction of a Warrant Unit which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole Warrant Unit.

(iv) Closing of Books. The Company will not close its Unit register or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

d) Cash-Less Exercise. Notwithstanding any provisions herein to the contrary, if the Fair Market Value of one Class A Unit is greater than the applicable Exercise Price for such Class A Unit (at the date of calculation as set forth below), in lieu of exercising this Warrant for cash, the Holder may elect to receive Class A Units equal to the value (as determined below) of this Warrant (or the portion thereof being canceled) (the “Cashless Exercise”) by delivery to the Company of a Notice of Exercise with the Cashless Exercise election in which event the Company shall issue to the Holder that number of the Class A Units determined according to the following formula:

$$FORMULA: \quad X = \frac{Y(A-C)}{A}$$

Where X	=	the number of Class A Units to be issued to the Holder
Y	=	the number of Class A Units being exercised under the Warrant or, if only a portion of the Warrant Units are being exercised, the portion of the Warrant Units being canceled
A	=	the Fair Market Value of one Class A Unit as defined below
C	=	Exercise Price

For purposes of this Warrant, the term “Fair Market Value” of Class A Unit shall mean an amount mutually agreed upon in good faith by Holder and the Company, or in the absence of such agreement, an amount equal to the Company Value (as defined below) divided by the Outstanding Units at such time, determined on a fully diluted basis.

e) Put Rights. At any time after a Change of Control (as defined below), Holder shall have a right, upon 120 days’ notice (but only five (5) business days’ notice shall be required in the event of a pending Change of Control), to sell, and the Company shall have the obligation to purchase, all or a portion of the Holder’s Securities (as defined below) for a price in cash equal to the Put Price (as defined below) with respect to such

Securities. This Section 2(e) shall survive the Termination Date. For the purposes of this Warrant:

(i) “Change of Control” means an Organic Change or any other transaction in which the holders of the Company’s outstanding Units of the Company prior to such transaction transfer, or otherwise do not own, over 50% of the outstanding Units of the Company, immediately after such transaction.

(ii) “Company Value” means (1) with respect to a Change of Control transaction with an unaffiliated third party, the aggregate enterprise value of the Company on a debt-free consolidated basis established in such transaction, and (2) with respect to any other transaction or instance requiring determination, an amount equal to the appraised enterprise value of the Company on a going- concern basis and on a debt-free consolidated basis as determined by a mutually agreed upon third-party appraiser at the Company’s expense. For the avoidance of doubt, Company Value and the Put Price shall be determined without any discount for lack of control, liquidity or transfer limitations.

(iii) “Put Price” means the amount Holder would receive for the Securities if the Company was sold on a debt-free basis for the Company Value, all of the outstanding Securities of Holder were converted to Class A Units, and proceeds equal to the Company Value plus any cash of the Company were distributed in cash to the holders of the Class A Units.

(iv) “Securities” means any Warrant Units, any Class A Units, any other Units of the Company, and any other security exchangeable or convertible into Units.

f) Warrantholder Adjustments.

(i) Upon exercise of this Warrant, Warrantholder shall receive Class A Units equal to a quarter of a percent (0.25%) of the outstanding Units of the Company as of the date of issuance of this Warrant for each \$1.0 million of principal newly drawn under the Delayed Draw Term Loan (the “DDTL”), regardless of any subsequent repayments of any principal amount at any time, and subject to the provisions of Section 2(f)(ii) below, which is calculated on a fully diluted basis to take into account all grants, warrants, options and securities that may be converted or exchanged into Units. Upon the fifth (5th) anniversary date of this Agreement, the Units issued upon exercise of the Warrant shall be recalculated under the LLC Agreement to take into account and to exclude any warrants set forth on Schedule A to the LLC Agreement that have both expired by their terms and have not been exercised as of such fifth (5th) anniversary date. No adjustment shall be made for other securities of the Company.

(ii) For the avoidance of doubt, the adjustments set forth in this Section 2(f) shall be applied without any duplication of the corresponding adjustments that may occur pursuant to the LLC Agreement.

Section 3. Certain Adjustments.

a) Adjustments for Splits, Combinations, Certain Distributions. If the Company shall, at any time or from time to time after the Initial Exercise Date, effect a split

of the outstanding Units of the Company (or any other subdivision of its Units into a larger number of Units), combine the outstanding Units of the Company into a smaller number of Units, or make or issue or set a record date for the determination of holders of Units entitled to receive a distribution payable in Units of the Company, then, in each event (i) the number of Units of the Company for which this Warrant shall be exercisable immediately after the occurrence of any such event shall be adjusted to equal the number of Units of the Company that a record holder of the same number of Units of the Company for which this Warrant is exercisable immediately prior to the occurrence of such event would own or be entitled to receive after the happening of such event, and (ii) the Exercise Price then in effect shall be adjusted to equal (A) the Exercise Price then in effect multiplied by the number of Units of the Company for which this Warrant is exercisable immediately prior to the adjustment divided by (B) the number of Units of the Company for which this Warrant is exercisable immediately after such adjustment.

b) Adjustment for Other Distributions. If the Company shall, at any time or from time to time after the Initial Exercise Date, make or issue or set a record date for the determination of holders of Units of the Company entitled to receive a distribution payable in (i) cash, (ii) any evidences of indebtedness, or any other securities of the Company or any property of any nature whatsoever, other than, in each case, Units of the Company; or (iii) any warrants or other rights to subscribe for or purchase any evidences of indebtedness, or any other securities of the Company or any property of any nature whatsoever, other than, in each case, Units of the Company, then, and in each event, (A) the number of Units of the Company for which this Warrant shall be exercisable shall be adjusted to equal the product of the number of Units of the Company for which this Warrant is exercisable immediately prior to such adjustment multiplied by a fraction (1) the numerator of which shall be the Fair Market Value of such Unit immediately prior to such distribution (2) the denominator of which shall be such Fair Market value of such Unit minus the amount allocable to one Unit of the Company of any such cash so distributable and of the fair value (as determined in good faith by the board of the Company) of any and all such evidences of indebtedness, Units, other securities or property or warrants or other subscription or purchase rights so distributable, and (B) the Exercise Price then in effect shall be adjusted to equal (1) the Exercise Price then in effect multiplied by the number of Units of the Company for which this Warrant is exercisable immediately prior to the adjustment divided by (2) the number of Units of the Company for which this Warrant is exercisable immediately after such adjustment. A reclassification of the Units of the Company (other than a change in par value, or from par value to no par value or from no par value to par value) into Units of the Company and Units of any other class of equity shall be deemed a distribution by the Company to the holders of its Units of such other class of equity within the meaning of this Section 3(b) and, if the outstanding Units of the Company shall be changed into a larger or smaller number of Units as a part of such reclassification, such change shall be deemed a subdivision or combination, as the case may be, of the outstanding Units of the Company within the meaning of Section 3(a).

c) Adjustments for Reclassification, Exchange or Substitution. If the Units of the Company for which this Warrant is exercisable at any time or from time to time after the Initial Exercise Date shall be changed to the same or different number of Units of any class or classes of equity, whether by reclassification, exchange, substitution or otherwise (other than by way of a split or combination of Units or distributions provided for in Section

3(a), Section 3(b), or a reorganization, merger, consolidation, or sale of assets provided for in Section 3(d)), then, and in each event, an appropriate revision to the Exercise Price shall be made and provisions shall be made (by adjustments of the Exercise Price or otherwise) so that, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, in lieu of Warrant Units, the kind and amount of Units and other securities receivable upon reclassification, exchange, substitution or other change, by holders of the number of Units of the Company for which this Warrant was exercisable immediately prior to such reclassification, exchange, substitution or other change, all subject to further adjustment as provided herein.

d) Adjustments for Reorganization, Merger, Consolidation or Sales of Assets. If at any time or from time to time after the initial Exercise Date there shall be a capital reorganization of the Company (other than by way of a split or combination of Units or distributions provided for in Section 3(a), and Section 3(b), or a reclassification, exchange or substitution of Units provided for in Section 3(c)), or a merger or consolidation of the Company with or into another entity where the holders of the Company's outstanding voting securities prior to such merger or consolidation do not own over 50% of the outstanding voting securities of the merged or consolidated entity, immediately after such merger or consolidation, or the sale of all or a majority of the Company's properties or assets to any other person (an "Organic Change"), then as a part of such Organic Change an appropriate revision to the Exercise Price shall be made if necessary and provision shall be made if necessary (by adjustments of the Exercise Price or otherwise) so that, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, in lieu of Warrant Units, the kind and amount of Units and other securities or property of the Company or any successor entity resulting from the Organic Change. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 3(d) with respect to the rights of the Holder after the Organic Change to the end that the provisions of this Section 3(d) (including any adjustment in the Exercise Price then in effect and the number of Units or other securities deliverable upon exercise of this Warrant) shall be applied after that event in as nearly an equivalent manner as may be practicable.

e) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a Unit, as the case may be. For purposes of this Section 3, the number of Units of the Company deemed to be issued and outstanding as of a given date shall be the sum of the number of Units of the Company issued and outstanding.

f) Notice to Holder.

(i) Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall mail to the Holder at least ten (10) business days prior to the date of such adjustment, a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Units and setting forth a brief statement of the facts requiring such adjustment.

(ii) Notice to Allow Exercise by Holder. If (A) the Company shall declare a distribution on the Units of the Company (except in connection with distributions to members of the Company to cover their tax obligations with respect to their Units in the Company), (B) the Company shall declare a special nonrecurring cash distribution

on or a redemption of the Units of the Company, (C) the Company shall authorize the granting to all holders of the Unit rights or warrants to subscribe for or purchase any Units of any class or of any rights, (D) the approval of any members of the Company shall be required in connection with any reclassification of the Units of the Company, any consolidation or merger to which the Company is a party, any sale or transfer of all or a majority of the assets of the Company, any Organic Change, or any compulsory exchange whereby the Units of the Company is converted into other securities, cash or property, (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, or (F) any other transaction in which the holders of the Company's outstanding Units of the Company prior to such transaction transfer, or otherwise do not own, over 50% of the outstanding Units of the Company, immediately after such transaction is pending or reasonably likely to occur, then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register of the Company, at least 30 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Units of the Company of record to be entitled to such distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, Organic Change, sale, transfer, or exchange is expected to become effective or close, and the date as of which it is expected that holders of the Units of the Company of record shall be entitled to exchange their Units of the Company for securities, cash or other property deliverable upon such reclassification, consolidation, merger, Organic Change, sale, transfer or exchange; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the action inquired to be specified in such notice. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws, and the conditions set forth in Section 4(d) hereof, this Warrant and all rights hereunder are transferable, in whole or in part, without the consent of the Company, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form of the Assignment Form, attached hereto as Exhibit B and made a part hereof, duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations reasonably requested in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Units without having a new Warrant issued.

b) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the

registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

c) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of the Issuance Agreement and applicable securities laws.

d) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Units issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Units or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Miscellaneous.

1) No Rights as a Member Until Exercise; LLC Agreement. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a member of the Company prior to the exercise hereof as set forth in Section 2(c)(i), but Holder shall have the rights applicable to the Warrantholder under the LLC Agreement from and after the date hereof. Upon exercise of this Warrant, Holder shall become a member of the Company and shall be entitled to such additional rights as are provided under the LLC Agreement as a member. Notwithstanding anything to the contrary in the LLC Agreement, the Company hereby agrees that Holder shall not be required pursuant to the LLC Agreement or otherwise to enter into or be bound by any restrictive covenant agreements in connection with any Approved Sale (as defined in the LLC Agreement), but, for the avoidance of doubt, upon exercise of this Warrant, Holder shall otherwise be subject to the drag-along provisions in Section 12.5 of the LLC Agreement.

2) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which shall not include the posting of any bond), and upon surrender and cancellation of such Warrant, if mutilated, the Company will make and deliver a new Warrant of like tenor and dated as of such cancellation, in lieu of such Warrant.

3) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a business day, then, such action may be taken or such right may be exercised on the next succeeding business day.

4) Authorized Class A Units. The Company covenants that, during the period this Warrant is outstanding, it will reserve from its authorized and unissued Class A Units a

sufficient amount of Class A Units to provide for the issuance of the Warrant Units upon the exercise of any purchase rights under this Warrant.

Except and to the extent as expressly waived or consented to by the Holder in writing, the Company shall not by any action, including, without limitation, amending its certificate of formation, LLC Agreement or other organizational documents or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be reasonably necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment.

Before taking any action which would result in an adjustment in the number of Warrant Units for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be reasonably necessary from any public regulatory body or bodies having jurisdiction thereof.

5) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of this Warrant and the Issuance Agreement.

6) Restrictions. The Holder acknowledges that the Warrant Units acquired upon the exercise of this Warrant may have restrictions upon resale imposed by state and federal securities laws.

7) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date.

8) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the issuance Agreement.

9) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Units.

10) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the prior written consent of the Company and the Holder.

11) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

12) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

13) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by the laws of the State of New York including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but otherwise without regard to conflict of law principles. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of courts of the State of New York located in the Borough of Manhattan or of the United States for the Southern District of New York and any appellate court from any thereof, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably consents to the service of any and all process in any such suit, action or proceeding by the mailing of copies of such process to such party's notice address set forth in this Agreement; provided, that, if the Company shall not maintain an office in New York City or an agent for service of process in New York City, the Company shall promptly appoint and maintain an agent qualified to act as an agent for service of process with respect to the courts specified in this Section 5(m), as the Company's authorized agent to accept and acknowledge on the Company's behalf service of any and all process which may be served in any such suit, action or proceeding. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereby irrevocably waives any right it may have, and agrees not to request, a jury trial for the adjudication of any dispute hereunder or in connection with or arising out of this Agreement or any transaction contemplated hereby.

14) No Effect on Lending Relationships. Notwithstanding anything in this Warrant to the contrary, nothing contained in this Warrant or the LLC Agreement shall affect, limit or impair the rights and remedies of a lender to the Company or any of its Subsidiaries in their capacities as lenders to the Company or any of its subsidiaries pursuant to any agreement under which the Company or any of its Subsidiaries has or from time to time will have borrowed money. Without limiting the generality of the foregoing, no such lender, in exercising its rights as a lender, including making its decision on whether to foreclose on any collateral security, shall have any duty to consider (a) its status as a member or warrant holder of the Company, (b) the interests of the Company or any of its Subsidiaries or (c) any duty it may have to any other member in such member's capacity as an equity investor in the Company, except as may be required under the applicable loan documents or by applicable law to creditors generally.

* * * * *

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by officer thereunto duly authorized as of the date first above indicated.

AIR PROS SOLUTIONS HOLDINGS, LLC

By: _____
Name:
Title:

Exhibit A
Notice Of Exercise

To: Air Pros Solutions Holdings, LLC (the "Company")

1. Pursuant to the terms of the Unit Purchase Warrant, dated as of August ____, 2021 (as may be amended or otherwise modified from time to time, the "Warrant") (which Warrant is attached hereto and made a part hereof if exercised in full), the undersigned hereby elects to purchase Warrant Units and tenders herewith payment of the Exercise Price (as defined in the Warrant) in full, together with all applicable transfer taxes, if any.

2. Cashless Exercise: Yes ____; No ____.

3. Please issue a certificate or certificates representing said Warrant Units in the name of the undersigned or in such other name as is specified below:

[SIGNATURE OF HOLDER]

Name of Investing Entity:

Signature of Authorized Signatory of Investing Entity:

Name of Authorized Signatory:

Title of Authorized Signatory:

Date:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Exhibit B
Assignment Form

(To assign the foregoing warrant, execute
this form and supply required information.

Do not use this form to exercise the warrant.)

FOR VALUE RECEIVED, [_____%] of the Warrant Units of the foregoing Warrant and
all rights evidenced thereby are hereby assigned to whose address is.

Dated: _____, _____

Holder's Signature:

Holder's Address: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations or other entities and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.