

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **March 19, 2014**

Comfort Systems USA, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-13011
(Commission
File Number)

76-0526487
(IRS Employer
Identification No.)

675 Bering, Suite 400
Houston, Texas
(Address of principal executive offices)

77057
(Zip Code)

Registrant's telephone number, including area code **(713) 830-9600**

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

(e) On March 19, 2014, the Compensation Committee (the "Committee") of the Board of Directors of Comfort Systems USA, Inc. (the "Company") authorized certain equity grants under the Company's Long-term Incentive Plan to executive officers and other key employees for the 2014 fiscal year. The awards under the Long-term Incentive Plan were distributed so that 30% of the awards are in the form of time vesting stock options, 30% in the form of time vesting restricted stock units, and 40% in the form of dollar-denominated performance vesting restricted stock units. The Company's named executive officers received the following equity grants effective March 19, 2014:

Executive	Time Vesting RSUs	Time Vesting Stock Options	Dollar-Denominated Performance Vesting RSUs (Target)
Brian E. Lane <i>President and Chief Executive Officer</i>	14,350	39,861	\$ 309,000
William George, III <i>Executive Vice President and Chief Financial Officer</i>	9,643	29,786	\$ 207,648
James Mylett <i>Senior Vice President — Service</i>	5,573	15,480	\$ 120,000
Trent McKenna <i>Senior Vice President and General Counsel</i>	5,453	15,147	\$ 117,420
Julie Shaeff <i>Senior Vice President and Chief Accounting Officer</i>	3,444	9,567	\$ 74,160

Time vesting restricted stock units. The time vesting restricted stock units listed above vest in three equal installments over a three-year vesting schedule.

Time vesting stock options. The time vesting stock options listed above are exercisable at \$16.15 per share, the closing price of the Company's common stock on the date of the grant. They will expire at the earlier of ten years from the date of grant or three months following the executive's termination from

employment with the Company, and vest in three equal installments over a three-year vesting schedule.

Dollar-denominated performance vesting restricted stock units. The dollar-denominated performance vesting restricted stock units (“PSUs”) are subject to two performance measures: 50% of the PSUs have an EPS measure, and 50% of the PSUs have a measure based on total shareholder return relative to the designated performance peer group. The PSUs have a three-year performance period and will be eligible to vest at the end of the three-year performance period. Depending on the Company’s performance in relation to the established performance measures, the awards may vest at 0-200% of the targeted amount. In the event the Company achieves the necessary performance metrics, the value of the grant will be determined in dollars and settled in stock, so that the actual number of shares awarded will be based on the market price of the Company’s common stock at the end of the performance period.

The foregoing description of the 2014 award agreements does not purport to be complete, is intended only as a summary, and is qualified in its entirety by reference to the complete text of the agreements filed herewith and incorporated herein by reference.

Item 9.01 Financial Statement and Exhibits.

(d) *Exhibits.*

- 10.1 Form of 2014 Restricted Stock Unit Agreement
- 10.2 Form of 2014 Dollar-denominated Performance Vesting Restricted Stock Unit Agreement

SIGNATURES

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

COMFORT SYSTEMS USA, INC.

By: /s/ Trent T. McKenna
Trent T. McKenna, Senior Vice President and General Counsel

Date: March 21, 2014

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Exhibit Title or Description</u>
10.1	Form of 2014 Restricted Stock Unit Agreement
10.2	Form of 2014 Dollar-denominated Performance Vesting Restricted Stock Unit Agreement

Name:
Number of Restricted Stock Units:
Date of Grant:

[·]
 [·]
 March 19, 2014

COMFORT SYSTEMS USA, INC.
 2012 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (the "Agreement"), is made, effective as of the 19th day of March, 2014 (the "Grant Date") between Comfort Systems USA, Inc., a Delaware corporation (the "Company"), and [·] (the "Participant").

1. Restricted Stock Unit Award. The Participant is hereby awarded, pursuant to the Comfort Systems USA, Inc. 2012 Equity Incentive Plan (as amended from time to time, the "Plan"), and subject to its terms, an award (the "Award") consisting of [·] Restricted Stock Units (the "Units"). Each Unit entitles the Participant the conditional right to receive, without payment but subject to the conditions and limitations set forth in this Agreement and in the Plan, one share of common stock of the Company, par value \$0.01 per share (the "Shares"), subject to adjustment pursuant to Section 10 of the Plan in respect of transactions occurring after the date hereof. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

2. Vesting.

(a) The Units, unless earlier terminated, shall become vested as to one-third (1/3rd) of the total number of Units subject to the Award on each of the first day of the first month following the first, second and third anniversaries of the Grant Date, such that the Units shall be fully vested on the first day of the first month following the third anniversary of the Grant Date. Notwithstanding the foregoing, the Units subject to the Award shall not vest on any vesting date unless the Participant has remained continuously employed by the Company or its subsidiaries on the applicable vesting date.

(b) Notwithstanding anything to the contrary in this Section 2, if Participant retires from the Company at a time when the sum of his or her age in whole years and his or her years of service with the Company (as determined in a manner consistent with the method used for purposes of determining vesting under the Comfort Systems USA, Inc. 401(k) Plan) is at least 75, Participant shall be deemed to satisfy the continuous employment condition set forth in Section 2(a) and such Units shall remain eligible to vest. Delivery of Shares with respect to any Units which become vested hereunder shall be made on their scheduled vesting date as set forth in Section 2(a).

(c) Notwithstanding anything to the contrary in this Section 2, the Committee may, in its sole discretion, reduce the number of Units vesting on any date pursuant to this Award, and may cause any unvested Units under this Award to be forfeited, based on the individual performance of the Participant as compared with specific individual goals set by the Company, which may be based on objective or nonobjective factors related to Participant's performance.

3. Delivery of Shares. The Company shall, as soon as practicable upon the vesting of any portion of the Award (but in no event later than March 15 of the year following such vesting) effect delivery of the Shares with respect to such vested portion to the Participant (or, in the event of the Participant's death, to the Beneficiary). No Shares will be issued pursuant to this Award unless and until all legal requirements applicable to the issuance or transfer of such Shares have been complied with to the satisfaction of the Committee.

4. Dividends; Other Rights. The Award shall not be interpreted to bestow upon the Participant any equity interest or ownership in the Company or any Affiliate prior to the date on which the Company delivers Shares to the Participant. The Participant is not entitled to vote any Shares by reason of the granting of this Award or to receive or be credited with any dividends declared and payable on any Share prior to the date on which such Shares are delivered to the Participant hereunder. The Participant shall have the rights of a shareholder only as to those Shares, if any, that are actually delivered under this Award. If the Participant is party to a change-in-control agreement with the Company, the Units shall be deemed to be "restricted stock" for purposes of that agreement.

5. Certain Tax Matters.

(a) The Participant expressly acknowledges that because this Award consists of an unfunded and unsecured promise by the Company to deliver Shares in the future, subject to the terms hereof, it is not possible to make a so-called "83(b) election" with respect to the Award. The Participant expressly acknowledges and agrees that the Participant's rights hereunder, including the right to be issued Shares upon the vesting and settlement of the Award (or any portion thereof), are subject to the Participant's promptly paying, or in respect of any later requirement of withholding being liable promptly to pay at such time as such withholdings are due, to the Company in cash (or by such other means as may be acceptable to the Committee in its discretion) all taxes required to be withheld, if any. No Shares will be required to be transferred pursuant to the vesting and settlement of the Award (or any portion thereof) unless and until the Participant or the person then holding the Award has remitted to the Company an amount in cash sufficient to satisfy any federal, state, or local requirements with respect to tax withholdings then due and has committed (and by holding this Award the Participant shall be deemed to have committed) to pay in cash all tax withholdings required at any later time in respect of the transfer of such shares, or has made other arrangements satisfactory to the Committee with respect to such taxes. The Participant also authorizes the Company and its subsidiaries to withhold such amounts from any amounts otherwise owed to the Participant, but nothing in this sentence shall be construed as relieving the Participant of any liability for satisfying his or her obligations under the preceding provisions of this Section 5.

(b) Each payment hereunder is intended be compliant with or exempt from Section 409A, and shall be interpreted consistent with such intent. Each installment hereunder shall be treated as a separate payment for purposes of Section 409A.

6. Nontransferability. The Award may not be transferred except as expressly permitted under Section 9(f) of the Plan.

7. Effect on Employment or Service Rights. Neither the grant of this Award, nor the delivery of Shares under this Award in accordance with the terms of this Agreement, shall give the Participant any right to be retained in the employ or service of the Company or its Affiliates, affect the right of the Company or its Affiliates to discharge or discipline such Participant at any time, or affect any right of such Participant to terminate his or her Employment at any time.

8. Amendments. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing.

9. Non-Competition; Non-Solicitation. The Participant will not, during the period of employment by or with the Company or any of its subsidiaries, and for a period of twelve (12) months immediately following the termination of his or her employment with the Company and its subsidiaries, for any reason whatsoever, directly or indirectly, on his or her own behalf or on behalf of or in conjunction with any other person, company, partnership, corporation or business of whatever nature:

(a) engage, as an officer, director, shareholder, owner, partner, joint venturer, or in a managerial capacity, whether as an employee, independent contractor, consultant or advisor, or as a sales representative, or make guarantee loans or invest, in or for any business engaged in the business of mechanical contracting services, including heating, ventilation and air conditioning, plumbing, fire protection, piping and electrical and related services ("Services") in competition with the Company or any of its affiliates within seventy-five (75) miles of where the Company or any affiliated operation or subsidiary conducts business if within the preceding two (2) years the undersigned has had responsibility for, or material input or participation in, the management or operation of such other operation or subsidiary;

(b) call upon any person who is, at that time, an employee of the Company or any of its affiliates in a technical, managerial or sales capacity for the purpose or with the intent of enticing such employee away from or out of the employ of the Company or any affiliate;

(c) call upon any person or entity which is at that time, or which has been within two (2) years prior to that time, a customer of the Company or any affiliate for the purpose of soliciting or selling Services; or

(d) call upon any prospective acquisition candidate, on the undersigned's own behalf or on behalf of any competitor, which acquisition candidate either was called upon by the undersigned on behalf of the Company or any affiliate or was the subject of an acquisition analysis made by the undersigned on behalf of the Company or any affiliate for the purpose of acquiring such acquisition candidate.

(e) Notwithstanding the above, the foregoing agreements and covenants set forth in this Section 9 shall not be deemed to prohibit the undersigned from acquiring as an investment not more than one percent (1%) of the capital stock of a competing business whose stock is traded on a national securities exchange or on an over-the-counter or similar market. It is specifically agreed that the period during which the agreements and covenants of the undersigned made in this Section 9 shall be effective shall be computed by excluding from such computation any time during which the undersigned is in violation of any provision of this Section 9.

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(f) If the Company determines that the undersigned is not in compliance with the agreements and covenants set forth in this Section 9 above, and such non-compliance has not been authorized in advance in a specific written waiver from the Company, the Committee may, without limiting other remedies that may be available to the Company, cause all or any portion of the Award to be forfeited, whether or not previously vested, and may require the undersigned to remit or deliver to the Company the amount of any consideration received by the undersigned upon the sale of any Shares delivered under the Award. The undersigned acknowledges and agrees that the calculation of damages from a breach of the foregoing agreements and covenants would be difficult to calculate accurately and that the remedies provided for herein are reasonable and not a penalty. The undersigned further agrees not to challenge the reasonableness of this provision even if the Company rescinds or withholds the delivery of Shares hereunder or withholds any amount otherwise payable to the undersigned as an offset to effectuate the foregoing.

10. Governing Law. This Agreement and all claims or disputes arising out of or based upon this Agreement or relating to the subject matter hereof will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

11. General. For purposes of this Award and any determinations to be made by the Committee hereunder, the determinations by the Committee shall be binding upon the Participant and any transferee.

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By acceptance of the Award, the undersigned agrees to be subject to the terms of the Plan. The Participant further acknowledges and agrees that (i) the signature to this Agreement on behalf of the Company is an electronic signature that will be treated as an original signature for all purposes hereunder and (ii) such electronic signature will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Participant.

Executed as of the 19th day of March, 2014.

Company:

COMFORT SYSTEMS USA, INC.

By: _____

Name: _____

Title: _____

Participant:

Name: _____

Address:

[Signature Page to Restricted Stock Unit Agreement]

Name: [·]
 Dollar Value of Dollar-denominated Restricted Stock Units: [·]
 Date of Grant: March 19, 2014

COMFORT SYSTEMS USA, INC.
 2012 EQUITY INCENTIVE PLAN

DOLLAR-DENOMINATED PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

This Dollar-denominated Performance Restricted Stock Unit Agreement (the "Agreement"), is made, effective as of the 19th day of March, 2014 (the "Grant Date") between Comfort Systems USA, Inc., a Delaware corporation (the "Company"), and [·] (the "Participant").

1. Restricted Stock Unit Award. The Participant is hereby awarded, pursuant to the Comfort Systems USA, Inc. 2012 Equity Incentive Plan (as amended from time to time, the "Plan"), and subject to its terms, an award (the "Award") consisting of the following Dollar-denominated Performance Restricted Stock Units (the "Units"). Each Unit entitles the Participant the conditional right to receive, without payment but subject to the conditions and limitations set forth in this Agreement and in the Plan, one share of common stock of the Company, par value \$0.01 per share (the "Shares"), subject to adjustment pursuant to Section 10 of the Plan in respect of transactions occurring after the date hereof:

(a) Tranche 1 Units: a number of units equal to \$[·] divided by the Fair Market Value per Share on the first date following the end of the Performance Period.

(c) Tranche 2 Units: a number of units equal to \$[·] divided by the Fair Market Value per Share on the first date following the end of the Performance Period.

2. Meaning of Certain Terms. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan. The following terms shall have the following meanings:

(a) "Adjusted EPS" shall mean for each fiscal year (i) the Company's earnings from its continuing operations, as determined and reported in accordance with generally accepted accounting principles in the Company's regularly-prepared financial statements, excluding the following non-cash items: (w) good will impairment, (x) write-off of debt costs, (y) restructuring charges, and (z) any cumulative effect of a change in accounting principles, divided by (ii) the weighted average number of shares of common stock outstanding during the year, determined in accordance with generally accepted accounting principles.

(b) "Annual Adjusted EPS Percentage" shall mean for each fiscal year, a fraction (expressed as a percentage) equal to (i) the Company's Adjusted EPS for the fiscal year divided by (ii) the Annual Adjusted EPS Target for the fiscal year.

(c) "Annual Adjusted EPS Target" shall mean with respect to any fiscal year, unless otherwise provided by the Committee, the same meaning as under the Company's 2012 Senior Management Annual Performance Plan, or any successor plan or arrangement.

(d) "Annual Total Shareholder Return Rank" shall mean for each fiscal year, a fraction (expressed as a percentage) equal to (i) the number of companies in the Peer Group in respect of which the Company's Total Shareholder Return for the fiscal year equals or exceeds each such Peer Group company's Total Shareholder Return for the fiscal year, divided by (ii) the total number of companies in the Peer Group.

(e) "Average Adjusted EPS Percentage" shall mean the percentage equal to (i) the sum of each Annual Adjusted EPS Percentage for each fiscal year in the Performance Period, divided by (ii) the number of fiscal years in the Performance Period.

(f) "Peer Group" shall mean the companies set forth on Schedule A hereto as amended from time to time; *provided*, that a member of the Peer Group shall be dropped therefrom and may be replaced with a company chosen by the Committee (i) if the Peer Group company ceases to be a publicly traded company or (ii) upon the announcement of a definitive agreement to (x) acquire the Peer Group company, (y) the acquisition of 65% or more of the gross assets of the Peer Group company or (z) the merger of the Peer Group company with another company(ies) where the Peer Group company's then current board of directors will not constitute a majority of the board of directors of the surviving corporation.

(g) "Performance Period" shall mean the period consisting of, in the aggregate, the Company's 2014, 2015 and 2016 fiscal years.

(h) "Total Shareholder Return" shall mean, with respect to each company in the Peer Group, the amount equal to (i) the difference between the average closing price per share of the Peer Group company's common stock during (x) the thirty (30) consecutive days following January 1st of the fiscal year and (y) the thirty (30) consecutive days preceding December 31st of the fiscal year, plus (ii) the amount of any dividends paid by the Peer Group company on a per share basis (calculated as if such dividends had been reinvested in the applicable company's common stock).

(i) "Total Shareholder Return Rank" shall mean a fraction (expressed as a percentage) equal to (i) the sum of each Annual Total Shareholder Return Rank for each fiscal year in the Performance Period, divided by (ii) the number of fiscal years in the Performance Period.

3. Vesting.

(a) Tranche 1 Units: The Tranche 1 Units earned under this Agreement (the "Earned Tranche 1 Units"), unless earlier terminated, shall become fully vested, provided the Participant has remained continuously employed by the Company or its subsidiaries through the end of the Performance Period. The number of Earned Tranche 1 Units shall be equal to the Tranche 1 Units (identified in Section 1 above) multiplied by the Tranche 1 Relative Performance Multiplier (as defined herein). The "Tranche 1 Relative Performance Multiplier" will be determined by comparing the Company's Total Shareholder Return to the Total Shareholder Return of each of the companies in the Peer Group during the Performance Period (determined in the manner set forth below).

(i) If the Company's Total Shareholder Return Rank is below 25%, the Tranche 1 Relative Performance Multiplier shall be 0.

(ii) If the Company's Total Shareholder Return Rank is equal to the 25%, the Tranche 1 Relative Performance Multiplier shall be equal to 0.5. If the Company's Total Shareholder Return Rank is equal to the 50%, the Tranche 1 Relative Performance Multiplier shall be equal to 1. If the Company's Total Shareholder Return Rank is between the 25% and 50%, the Tranche 1 Relative Performance Multiplier will be determined using a straight line interpolation (between 0.5 and 1).

(iii) If the Company's Total Shareholder Return Rank is greater than or equal to 75%, the Tranche 1 Relative Performance Multiplier shall be equal to 2. If the Company's Total Shareholder Return Rank is between 50% and 75%, the Tranche 1 Relative Performance Multiplier will be determined using a straight line interpolation (between 1 and 2).

(b) Tranche 2 Units: The Tranche 2 Units earned under this Agreement (the "Earned Tranche 2 Units"), unless earlier terminated, shall become fully vested, provided the Participant has remained continuously employed by the Company or its subsidiaries through the end of the Performance Period. The number of Earned Tranche 2 Units shall be equal to the Tranche 2 Units (identified in Section 1 above) multiplied by the Tranche 2 Relative Performance Multiplier (as defined herein). The "Tranche 2 Relative Performance Multiplier" will be determined based on the Company's Adjusted EPS during the Performance Period (determined in the manner set forth below).

(i) If the Company's Average Adjusted EPS Percentage is below 70%, the Tranche 2 Relative Performance Multiplier shall be 0.

(ii) If the Company's Average Adjusted EPS Percentage is equal to 70%, the Tranche 2 Relative Performance Multiplier shall be equal to 0.25. If the Company's Average Adjusted EPS Percentage is equal to 100%, the Tranche 2 Relative Performance Multiplier shall be equal to 1. If the Company's Average Adjusted EPS Percentage is between 70% and 100%, the Tranche 2 Relative Performance Multiplier will be determined using a straight line interpolation (between 0.25 and 1).

(iii) If the Company's Average Adjusted EPS Percentage is greater than 120%, the Tranche 2 Relative Performance Multiplier shall be equal to 2. If the Company's Average Adjusted EPS Percentage is greater than 100% and less than or equal to 120%, the Tranche 2 Relative Performance Multiplier will be determined using a straight line interpolation (between 1 and 2).

(c) Rule of 75. Notwithstanding anything to the contrary in this Section 3, if Participant retires from the Company at a time when the sum of his or her age in whole years and his or her years of service with the Company (as determined in a manner consistent with the method used for purposes of determining vesting under the Comfort Systems USA, Inc. 401(k)

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Plan) is at least 75, Participant shall be deemed to satisfy the continuous employment condition set forth in Sections 3(a) and 3(b) and such Tranche 1 Units and Tranche 2 Units shall remain eligible to vest. The number of Earned Tranche 1 Units and Earned Tranche 2 Units will in each case be determined in accordance with the provisions of Sections 3(a) and 3(b), *provided, however*, the maximum number of Earned Tranche 1 Units shall not exceed the number of Tranche 1 Units that would become Earned Tranche 1 Units if the Company's Total Shareholder Return Rank was equal to 50% and the number of Earned Tranche 2 Units shall not exceed the number of Tranche 2 Units that would become Earned Tranche 2 Units if the Company's Average Adjusted EPS Percentage is equal to 100%. Delivery of Shares with respect to any Tranche 1 Units and Tranche 2 Units that become vested hereunder, if any, shall be made by the Company during the calendar year immediately following the end of the Performance Period.

(d) Notwithstanding anything to the contrary in this Section 3, the Committee may, in its sole discretion, reduce the number of Units vesting on any date pursuant to this Award, and may cause any unvested Units under this Award to be forfeited, based on the individual performance of the Participant as compared with specific individual goals set by the Company, which may be based on objective or nonobjective factors related to Participant's performance.

4. Delivery of Shares. The Company shall, as soon as practicable upon the vesting of any portion of the Award (but in no event later than March 15 of the year following such vesting) effect delivery of the Shares with respect to such vested portion to the Participant (or, in the event of the Participant's death, to the Beneficiary). No Shares will be issued pursuant to this Award unless and until all legal requirements applicable to the issuance or transfer of such Shares have been complied with to the satisfaction of the Committee.

5. Dividends; Other Rights. The Award shall not be interpreted to bestow upon the Participant any equity interest or ownership in the Company or any Affiliate prior to the date on which the Company delivers Shares to the Participant. The Participant is not entitled to vote any Shares by reason of the granting of this Award or to receive or be credited with any dividends declared and payable on any Share prior to the date on which such Shares are delivered to the Participant hereunder. The Participant shall have the rights of a shareholder only as to those Shares, if any, that are actually delivered under this Award.

6. Certain Tax Matters.

(a) The Participant expressly acknowledges that because this Award consists of an unfunded and unsecured promise by the Company to deliver Shares in the future, subject to the terms hereof, it is not possible to make a so-called "83(b) election" with respect to the Award. The Participant expressly acknowledges and agrees that the Participant's rights hereunder, including the right to be issued Shares upon the vesting and settlement of the Award (or any portion thereof), are subject to the Participant's promptly paying, or in respect of any later requirement of withholding being liable promptly to pay at such time as such withholdings are due, to the Company in cash (or by such other means as may be acceptable to the Committee in its discretion) all taxes required to be withheld, if any. No Shares will be required to be transferred pursuant to the vesting and settlement of the Award (or any portion thereof) unless and until the Participant or the person then holding the Award has remitted to the Company an amount in cash sufficient to satisfy any federal, state, or local requirements with respect to tax

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withholdings then due and has committed (and by holding this Award the Participant shall be deemed to have committed) to pay in cash all tax withholdings required at any later time in respect of the transfer of such shares, or has made other arrangements satisfactory to the Committee with respect to such taxes. The Participant also authorizes the Company and its subsidiaries to withhold such amounts from any amounts otherwise owed to the Participant, but nothing in this sentence shall be construed as relieving the Participant of any liability for satisfying his or her obligations under the preceding provisions of this Section 6.

(b) Each payment hereunder is intended be compliant with or exempt from Section 409A, and shall be interpreted consistent with such intent. Each installment hereunder shall be treated as a separate payment for purposes of Section 409A.

7. Nontransferability. The Award may not be transferred except as expressly permitted under Section 9(f) of the Plan.

8. Effect on Employment or Service Rights. Neither the grant of this Award, nor the delivery of Shares under this Award in accordance with the terms of this Agreement, shall give the Participant any right to be retained in the employ or service of the Company or its Affiliates, affect the right of the Company or its Affiliates to discharge or discipline such Participant at any time, or affect any right of such Participant to terminate his or her Employment at any time.

9. Amendments. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing.

10. Non-Competition; Non-Solicitation. The Participant will not, during the period of employment by or with the Company or any of its subsidiaries, and for a period of twelve (12) months immediately following the termination of his or her employment with the Company and its subsidiaries, for any reason whatsoever, directly or indirectly, on his or her own behalf or on behalf of or in conjunction with any other person, company, partnership, corporation or business of whatever nature:

(a) engage, as an officer, director, shareholder, owner, partner, joint venturer, or in a managerial capacity, whether as an employee, independent contractor, consultant or advisor, or as a sales representative, or make guarantee loans or invest, in or for any business engaged in the business of mechanical contracting services, including heating, ventilation and air conditioning, plumbing, fire protection, piping and electrical and related services ("Services") in competition with the Company or any of its affiliates within seventy-five (75) miles of where the Company or any affiliated operation or subsidiary conducts business if within the preceding two (2) years the undersigned has had responsibility for, or material input or participation in, the management or operation of such other operation or subsidiary;

(b) call upon any person who is, at that time, an employee of the Company or any of its affiliates in a technical, managerial or sales capacity for the purpose or with the intent of enticing such employee away from or out of the employ of the Company or any affiliate;

(c) call upon any person or entity which is at that time, or which has been within two (2) years prior to that time, a customer of the Company or any affiliate for the purpose of soliciting or selling Services; or

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(d) call upon any prospective acquisition candidate, on the undersigned's own behalf or on behalf of any competitor, which acquisition candidate either was called upon by the undersigned on behalf of the Company or any affiliate or was the subject of an acquisition analysis made by the undersigned on behalf of the Company or any affiliate for the purpose of acquiring such acquisition candidate.

(e) Notwithstanding the above, the foregoing agreements and covenants set forth in this Section 10 shall not be deemed to prohibit the undersigned from acquiring as an investment not more than one percent (1%) of the capital stock of a competing business whose stock is traded on a national securities exchange or on an over-the-counter or similar market. It is specifically agreed that the period during which the agreements and covenants of the undersigned made in this Section 10 shall be effective shall be computed by excluding from such computation any time during which the undersigned is in violation of any provision of this Section 10.

(f) If the Company determines that the undersigned is not in compliance with the agreements and covenants set forth in this Section 10 above, and such non-compliance has not been authorized in advance in a specific written waiver from the Company, the Committee may, without limiting other remedies that may be available to the Company, cause all or any portion of the Award to be forfeited, whether or not previously vested, and may require the undersigned to remit or deliver to the Company the amount of any consideration received by the undersigned upon the sale of any Shares delivered under the Award. The undersigned acknowledges and agrees that the calculation of damages from a breach of the foregoing agreements and covenants would be difficult to calculate accurately and that the remedies provided for herein are reasonable and not a penalty. The undersigned further agrees not to challenge the reasonableness of this provision even if the Company rescinds or withholds the delivery of Shares hereunder or withholds any amount otherwise payable to the undersigned as an offset to effectuate the foregoing.

11. Governing Law. This Agreement and all claims or disputes arising out of or based upon this Agreement or relating to the subject matter hereof will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

12. General. For purposes of this Award and any determinations to be made by the Committee hereunder, the determinations by the Committee shall be binding upon the Participant and any transferee.

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By acceptance of the Award, the undersigned agrees to be subject to the terms of the Plan. The Participant further acknowledges and agrees that (i) the signature to this Agreement on behalf of the Company is an electronic signature that will be treated as an original signature for all purposes hereunder and (ii) such electronic signature will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Participant.

Company:

COMFORT SYSTEMS USA, INC.

By: _____

Name:

Title:

Participant:

Name:

Address:

[Signature Page to Dollar-denominated Performance Restricted Stock Unit Agreement]
