

Goodman Global Inc  
Form S-4  
April 15, 2008  
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As filed with the Securities and Exchange Commission on April 15, 2008

Registration No. 333-

# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## FORM S-4

## REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

### Goodman Global, Inc.

(Exact Name of Registrant as Specified in its Charter)

SEE TABLE OF ADDITIONAL REGISTRANTS

**Delaware**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**3585**  
(Primary Standard Industrial  
Classification Code Number)  
**5151 San Felipe, Suite 500**

**20-1932219**  
(I.R.S. Employer  
Identification No.)

**Houston, Texas 77056**

**(713) 861-2500**

## Edgar Filing: Goodman Global Inc - Form S-4

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

**Ben D. Campbell**

**Executive Vice President, Secretary and General Counsel**

**5151 San Felipe, Suite 500**

**Houston, Texas 77056**

**Tel: (713) 861-2500**

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

*With a copy to:*

**William B. Brentani**

**Simpson Thacher & Bartlett LLP**

**2550 Hanover Street**

**Palo Alto, California 94304**

**Tel: (650) 251-5000**

**Approximate date of commencement of proposed sale to the public:** As soon as practicable after this Registration Statement becomes effective.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. "

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

### **CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
13.50%/14.00% Senior Subordinated Notes due 2016	\$ 500,000,000	100%	\$ 500,000,000	\$ 19,650
Guarantees(2) of 13.50%/14.00% Senior Subordinated Notes due 2016	\$ 500,000,000	100%	\$ 500,000,000	(3)

(1) Estimated solely for the purpose of calculating the registration fee under Rule 457(f) of the Securities Act of 1933, as amended (the Securities Act ).

(2) See inside facing page for additional registrant guarantors.

(3) Pursuant to Rule 457(n) under the Securities Act, no separate filing fee is required for the guarantees.

**The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

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<b>Exact Name of Registrant Guarantor, as Specified in its Charter</b>	<b>State or Other Jurisdiction of Incorporation or Organization</b>	<b>I.R.S. Employer Identification Number</b>	<b>Address, Including Zip Code and Telephone Number, Including Area Code of Registrant Guarantor's Principal Executive Offices</b>
Goodman Global Holdings, Inc.	Delaware	20-1932202	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Goodman Appliance Holding Company	Texas	76-0677025	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Goodman Distribution, Inc.	Texas	76-0309878	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Goodman Distribution Southeast, Inc.	Florida	59-0773846	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Goodman Holding Company	Texas	76-0342022	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Quietflex Holding Company	Delaware	76-0681233	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Goodman Sales Company	Texas	76-0353690	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Goodman II Holdings Company, L.L.C.	Delaware		5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Goodman Manufacturing I LLC	Delaware	20-1961086	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500

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Goodman Manufacturing II LLC	Delaware	20-1961186	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Goodman Holding Company, L.L.C.	Delaware		5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Goodman Canada, L.L.C.	Delaware		5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Nitek Acquisition Company, L.P.	Texas	76-0580801	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Quietflex Manufacturing Company, L.P.	Texas	76-0681290	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Goodman Manufacturing Company, L.P.	Texas	76-0423371	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500
Goodman Company, L.P.	Delaware	39-1904835	5151 San Felipe, Suite 500 Houston, Texas 77056 Tel: (713) 861-2500

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**The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.**

**SUBJECT TO COMPLETION, DATED APRIL 15, 2008**

PRELIMINARY PROSPECTUS

## **Goodman Global, Inc.**

### **Offer to Exchange**

**\$500,000,000 aggregate principal amount of its 13.50%/14.00% Senior Subordinated Notes due 2016, which have been registered under the Securities Act of 1933, for any and all of its outstanding 13.50%/14.00% Senior Subordinated Notes due 2016.**

**We are conducting the exchange offer in order to provide you with an opportunity to exchange your unregistered notes for freely tradable notes that have been registered under the Securities Act.**

#### **The Exchange Offer**

We will exchange all outstanding notes that are validly tendered and not validly withdrawn for an equal principal amount of exchange notes that are freely tradable.

You may withdraw tenders of outstanding notes at any time prior to the expiration date of the exchange offer.

The exchange offer expires at 5:00 p.m., New York City time, on \_\_\_\_\_, 2008 unless extended. We do not currently intend to extend the expiration date.

The exchange notes to be issued in the exchange offer will not be a taxable event for U.S. federal income tax purposes.

The terms of the exchange notes to be issued in the exchange offer are substantially identical to the outstanding notes, except that the exchange notes will be freely tradable.

#### **Results of the Exchange Offer**

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The exchange notes may be sold in the over-the-counter market, in negotiated transactions or through a combination of such methods. We do not plan to list the notes on a national market.

All untendered outstanding notes will continue to be subject to the restrictions on transfer set forth in the outstanding notes and in the indenture. In general, the outstanding notes may not be offered or sold, unless registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. Other than in connection with the exchange offer, we do not currently anticipate that we will register the outstanding notes under the Securities Act.

**See Risk Factors beginning on page 15 for a discussion of certain risks that you should consider before participating in the exchange offer.**

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the exchange notes to be distributed in the exchange offer or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is \_\_\_\_\_, 2008.

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**You should rely only on the information contained in this prospectus or in any related free writing prospectus. We have not authorized anyone to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information contained in this prospectus is accurate as of any date other than the date on the front of this prospectus.**



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**PROSPECTUS SUMMARY**

*This summary highlights information about our business from this prospectus. This summary does not contain all of the information that you should consider before investing in the notes. You should read the entire prospectus, including the financial data and related notes, before making an investment decision. Unless the context otherwise requires, references in this prospectus to we, our, us, the company and Goodman refer to Goodman Global, Inc. and its consolidated subsidiaries and its predecessors.*

**Our Company**

We are the second largest domestic manufacturer of heating, ventilation and air conditioning, or HVAC, products for residential and light commercial use based on unit sales. Our activities include engineering, manufacturing, assembling, marketing and distributing an extensive line of HVAC and related products. Our products are predominantly marketed under the Goodman<sup>®</sup>, Amana<sup>®</sup> and Quietflex<sup>®</sup> brand names. The Goodman<sup>®</sup> brand is one of the leading HVAC brands in North America and caters to the large segment of the market that is price sensitive and desires reliable and low-cost climate comfort, while our premium Amana<sup>®</sup> brand includes enhanced features such as higher efficiency and quieter operation. The Quietflex<sup>®</sup> brand is a recognized brand of flexible duct. For the year ended December 31, 2007, we generated net sales of \$1,935.7 million, a 7.9% increase as compared to prior year net sales.

We sell our products through a North American distribution network with more than 850 total distribution points comprised of approximately 150 company-operated distribution centers and over 700 independent distributor locations. For the year ended December 31, 2007, approximately 60% of our net sales were made through company-operated distribution centers and our direct sales force with the remainder made through independent distributors. Our company-operated distribution centers in key states such as Texas, Florida, California, Arizona and Nevada provide us direct access to large and fast growing regions in North America and enable us to maintain a significant amount of market intelligence and control over how our products are distributed. Our independent distributors, many of which have multiple locations and most of which exclusively sell our products, enable us to more fully serve other major sales areas and complement our broad distribution network. We offer our independent distributors incentives to promote our brands, which allow them to provide dealers with our products at attractive prices while meeting their own profit targets. We believe that our growth is attributable to our strategy of providing quality, value-priced products through an extensive, growing and loyal distribution network.

As of December 31, 2007, we operated three manufacturing and assembly facilities in Texas, two in Tennessee, one in Arizona and one in Florida totaling approximately two million square feet. Since 1982, our unit volume sales and market share have grown to surpass all but one of our competitors in the residential and light commercial HVAC sector.

**The Transactions**

On October 21, 2007, Chill Holdings, Inc. (which we refer to as Parent), Chill Acquisition, Inc., a subsidiary of Parent (which we refer to as Merger Sub), and Goodman Global, Inc. entered into an agreement and plan of merger (the Merger Agreement) pursuant to which Merger Sub merged with and into Goodman Global, Inc. on February 13, 2008. These transactions are referred to in this prospectus as the Merger. Merger Sub was incorporated on October 15, 2007 (Inception) for the purpose of acquiring Goodman and did not have any operations prior to February 13, 2008 other than in connection with the Goodman acquisition. At the effective time of the Merger on February 13, 2008, each share of Goodman Global, Inc. common stock issued and outstanding immediately prior to the effective time of the Merger (other than shares held in treasury by Goodman

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Global, Inc. or any of its subsidiaries, owned by Merger Sub, Parent or any direct or indirect wholly-owned subsidiary of Parent or held by stockholders who were entitled to and who properly exercised appraisal rights under Delaware law) was converted into the right to receive \$25.60 in cash, without interest. In addition, all options to acquire Goodman Global, Inc. common stock issued pursuant to Goodman's equity plans, whether or not vested, became fully vested as of the time immediately prior to the Merger and were cancelled and converted into cash payments, without interest, equal to the product of (1) the number of shares of Goodman Global, Inc. common stock subject to each option as of the effective time of the Merger multiplied by (2) the excess, if any, of \$25.60 over the exercise price per share of common stock subject to such option (other than in the case of certain options held by members of our senior management who exchanged a portion of their vested options for new vested options in Parent). Immediately prior to the effective time of the Merger, each outstanding share of our restricted stock under Goodman Global, Inc.'s 2006 Incentive Award Plan was vested in full and was converted into the right to receive the merger consideration at the effective time of the Merger, less any amounts required to be withheld or deducted under applicable tax laws.

As described below and in "The Transactions" and "Certain Relationships and Related Party Transactions," members of our management made \$36.1 million of equity investments in the company through the acquisition of common stock of Parent. In addition, members of our management rolled certain existing Goodman Global, Inc. options into Parent options. Members of our management who made equity investments are referred to collectively in this prospectus as the Management Participants.

Investment funds affiliated with Hellman & Friedman LLC invested approximately \$1,114.7 million in equity securities of Parent in connection with the Merger. In addition, investment funds affiliated with GSO (the GSO Equity Entities), investment funds affiliated with Farallon Capital Partners, L.P. (the Farallon Equity Entities) and investment funds affiliated with AlpInvest Partners (AlpInvest), along with certain other investors that the GSO Equity Entities syndicated their investments to (collectively, the Fund Co-Investors), invested approximately \$127.5 million in equity securities of Parent in connection with the Merger. All of these investment funds are referred to in this prospectus as the Investors. Further, there were approximately \$36.1 million of investments in equity securities of Parent through the acquisition of its common stock by the Management Participants.

On January 10, 2008, we commenced cash tender offers to purchase Goodman Global Holdings, Inc.'s outstanding 7<sup>3</sup>/<sub>8</sub>% Senior Subordinated Notes due 2010 (\$400 million aggregate principal amount outstanding) and Floating Rate Notes due 2010 (\$179.3 million aggregate principal amount outstanding) (together, the Existing Notes) and solicitations of consents from the holders of the Existing Notes with respect to amendments to the indentures governing the Existing Notes that would eliminate substantially all of the restrictive covenants contained in the indentures and in the Existing Notes and also eliminate certain events of default, certain covenants relating to mergers and certain conditions to legal defeasance and covenant defeasance, but would not eliminate, among other things, certain repurchase obligations in respect of the Existing Notes. On January 24, 2008, the holders of a majority in aggregate principal amount of each series of the Existing Notes had validly tendered, and not validly withdrawn, their Existing Notes and consented to, and not withdrawn their consents relating to, the amendments to the indentures with respect to the Existing Notes. On January 25, 2008, we executed the proposed amendments to the indentures for the Existing Notes, which amendments became operative immediately prior to the Merger. On February 13, 2008, we accepted the tenders, made payments to holders of the Existing Notes of the tender offer consideration and consent payments, called for redemption, deposited the redemption payment with the trustee in respect of untendered Existing Notes and discharged the indentures governing the Existing Notes.

In addition, on February 13, 2008, we repaid the \$76.1 million outstanding under our then-existing credit facility and the \$11.5 million outstanding under our then-existing revolving loan and swing note.

On February 13, 2008, Merger Sub issued and sold \$500.0 million of notes, which are the subject of the exchange offer for exchange notes described in this prospectus, and borrowed (1) \$800.0 million under a new

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senior secured term credit agreement with Barclays Capital and Calyon New York Branch, as joint lead arrangers, Barclays Capital, Calyon New York Branch and General Electric Capital Corporation, as joint bookrunners, General Electric Capital Corporation, as administrative agent and collateral agent, and the lenders from time to time party thereto, and (2) \$105.0 million under a new asset-based revolving credit agreement with Barclays Capital and General Electric Capital Corporation, as joint lead arrangers, Barclays Capital, Calyon New York Branch and General Electric Capital Corporation, as joint bookrunners, General Electric Capital Corporation, as administrative agent and collateral agent, General Electric Capital Corporation, as letter of credit issuer, and the lenders from time to time party thereto.

The Merger, the repurchase of the Existing Notes, the repayment of the existing credit facility, revolver and swing note and the fees and expenses relating to the Transactions were financed by borrowings under our new senior secured term credit agreement, our new asset-based revolving credit agreement, the issuance of the notes, the equity investments described above and Goodman's cash on hand at the closing of the Merger.

The initial offering of the notes, the initial borrowings under our new senior secured term credit agreement and asset-based revolving credit agreement, the tender offers and consent solicitations with respect to the Existing Notes, the repayment of Goodman's then-existing credit facility, revolver and swing note, the equity investment by the Investors and the Management Participants, the Merger and the other related transactions are collectively referred to in this prospectus as the Transactions. For a more complete description of the Transactions, see "The Transactions," "Certain Relationships and Related Party Transactions," "Description of Other Indebtedness" and "Description of Notes."

### **The Sponsors**

All of our outstanding common stock is directly owned by Chill Intermediate Holdings, Inc., which in turn is directly owned by Chill Holdings, Inc., which is majority owned and controlled by funds affiliated with Hellman & Friedman LLC. The Sponsors refer collectively to Hellman & Friedman LLC and its affiliates.

Hellman & Friedman LLC (H&F) is a leading private equity investment firm with offices in San Francisco, New York and London. H&F focuses on investing in superior business franchises and serving as a value-added partner to management in select industries including media, financial services, professional services, vertical software and information services and healthcare. Since its founding in 1984, H&F has raised and, through its affiliated funds, managed over \$16 billion of committed capital and is currently investing its sixth partnership, Hellman & Friedman Capital Partners VI L.P., with over \$8 billion of committed capital. Other recent investments include: Catalina Marketing Corporation, Kronos Incorporated, Sheridan Healthcare, Inc., Gaztransport & Technigaz S.A.S., Emdeon Business Services, IRIS Software Group Limited, Grosvenor Capital Management, L.P., LPL Holdings, Inc., DoubleClick, Inc., The Nasdaq Stock Market, Inc. and Texas Genco LLC.

### **Corporate Information**

Chill Acquisition, Inc. was incorporated under the laws of Delaware on October 15, 2007. Goodman Global, Inc. was incorporated under the laws of Delaware in 2004. On February 13, 2008, Chill Acquisition, Inc. merged with and into Goodman Global, Inc. with Goodman Global, Inc. continuing as the surviving corporation. Our principal executive offices are located at 5151 San Felipe, Suite 500, Houston, Texas 77056 and our telephone number is (713) 861-2500. Our website address is <http://www.goodmanglobal.com>. Information contained on or accessible through our website does not constitute a part of this prospectus.

Our products are predominantly marketed under the Goodman<sup>®</sup>, Amana<sup>®</sup> and Quietflex<sup>®</sup> brand names. Amana<sup>®</sup> is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P.

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**Market, Ranking and Industry Data**

Unless otherwise indicated, information contained in this prospectus concerning the HVAC industry or market refers to the residential and light commercial sector within the domestic HVAC industry. Our general expectations concerning these industries and their segments and our market position and market share within these industries and their segments are derived from data from various third-party sources. In addition, this prospectus presents similar information based on management estimates. Such estimates are derived from third-party sources as well as data from our internal research and on assumptions made by us, based on such data and our knowledge of the HVAC industry, which we believe to be reasonable. Although we are not aware of any misstatements regarding any industry or similar data presented herein, such data involves risks and uncertainties and is subject to change based on various factors, including those described in Risk Factors.

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**The Exchange Offer**

*In this prospectus, the term "outstanding notes" refers to the 13.50%/14.00% Senior Subordinated Notes due 2016. The term "exchange notes" refers to the 13.50%/14.00% Senior Subordinated Notes due 2016, as registered under the Securities Act of 1933, as amended (the Securities Act). The term "notes" refers collectively to the outstanding notes and the exchange notes. On February 13, 2008, Chill Acquisition, Inc., to be merged with and into Goodman Global, Inc., issued \$500,000,000 aggregate principal amount of 13.50%/14.00% Senior Subordinated Notes due 2016 in a private placement.*

General

In connection with the private placement, Chill Acquisition, Inc., to be merged with and into Goodman Global, Inc., entered into a registration rights agreement with the purchasers in which they agreed, among other things, to deliver this prospectus to you and to obtain the effectiveness of the exchange offer registration statement within 270 days after the date of original issuance of the outstanding notes. You are entitled to exchange in the exchange offer your outstanding notes for exchange notes, which are identical in all material respects to the outstanding notes except:

the exchange notes have been registered under the Securities Act;

the exchange notes are not entitled to any registration rights that are applicable to the outstanding notes under the registration rights agreement; and

the liquidated damages provisions of the registration rights agreement are no longer applicable.

The exchange offer

We are offering to exchange \$500,000,000 aggregate principal amount of 13.50%/14.00% Senior Subordinated Notes due 2016, which have been registered under that Securities Act for any and all of its existing 13.50%/14.00% Senior Subordinated Notes due 2016.

Outstanding notes may be exchanged only in denominations of \$2,000 and in integral multiples of \$1,000 in excess thereof.

Resale

Based on an interpretation by the staff of the Securities and Exchange Commission (the SEC) set forth in no-action letters issued to third parties, we believe that the exchange notes issued pursuant to the exchange offer in exchange for outstanding notes may be offered for resale, resold and otherwise transferred by you (unless you are our affiliate within the meaning of Rule 405 under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that:

you are acquiring the exchange notes in the ordinary course of your business; and

you have not engaged in, do not intend to engage in and have no arrangement or understanding with any person to participate in a distribution of the exchange notes.

If you are a broker-dealer and receive exchange notes for your own account in exchange for outstanding notes that you acquired as a



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result of market-making activities or other trading activities, you must acknowledge that you will deliver this prospectus in connection with any resale of the exchange notes. See Plan of Distribution.

Any holder of outstanding notes who:

is our affiliate;

does not acquire exchange notes in the ordinary course of its business; or

tenders its outstanding notes in the exchange offer with the intention to participate, or for the purpose of participating, in a distribution of exchange notes

cannot rely on the position of the staff of the SEC enunciated in Morgan Stanley & Co. Incorporated (available June 5, 1991) and Exxon Capital Holdings Corporation (available May 13, 1988), as interpreted in the SEC's letter to Shearman & Sterling (available July 2, 1993), or similar no-action letters and, in the absence of an exemption therefrom, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the exchange notes.

Expiration date

The exchange offer will expire at 5:00 p.m., New York City time, on \_\_\_\_\_, 2008, unless extended by us. We do not currently intend to extend the expiration of the exchange offer.

Withdrawal

You may withdraw the tender of your outstanding notes at any time prior to the expiration of the exchange offer. We will return to you any of your outstanding notes that are not accepted for any reason for exchange, without expense to you, promptly after the expiration or termination of the exchange offer.

Conditions to the exchange offer

The exchange offer is subject to customary conditions, which we may waive. See The Exchange Offer Conditions to the Exchange Offer.

Procedures for tendering outstanding notes

If you wish to participate in the exchange offer, you must complete, sign and date the accompanying letter of transmittal, or a facsimile of such letter of transmittal, according to the instructions contained in this prospectus and the letter of transmittal. You must then mail or otherwise deliver the letter of transmittal, or a facsimile of such letter of transmittal, together with the outstanding notes and any other required documents, to the exchange agent at the address set forth on the cover page of the letter of transmittal.

If you hold outstanding notes through The Depository Trust Company (DTC) and wish to participate in the exchange offer, you must comply with the Automated Tender Offer Program procedures of DTC by which you will agree to be bound by the letter of transmittal.

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If you are a beneficial owner whose outstanding notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your outstanding notes, you should promptly contact the registered holder and instruct the registered holder to tender on your behalf. If you wish to tender the outstanding notes yourself, you must, prior to completing and executing the letter of transmittal and delivering your outstanding notes, either have the outstanding notes registered in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time and may not be able to be completed prior to the expiration date.

By signing, or agreeing to be bound by, the letter of transmittal, you will represent to us that, among other things:

you are not our affiliate within the meaning of Rule 405 under the Securities Act;

you do not have arrangement or understanding with any person or entity to participate in the distribution of the exchange notes;

you are not engaged in, and do not intend to engage in, a distribution of the exchange notes;

you are acquiring the exchange notes in the ordinary course of your business; and  
if you are a broker-dealer that will receive exchange notes for your own account in exchange for outstanding notes that were acquired as a result of market-making activities, that you will deliver a prospectus, as required by law, in connection with any resale of such exchange notes.

**Special procedures for beneficial owners**

If you are a beneficial owner of outstanding notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and you wish to tender those outstanding notes in the exchange offer, you should contact the registered holder promptly and instruct the registered holder to tender those outstanding notes on your behalf. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your outstanding notes, either make appropriate arrangements to register ownership of the outstanding notes in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time and may not be able to be completed prior to the expiration date.

**Guaranteed delivery procedures**

If you wish to tender your outstanding notes and your outstanding notes are not immediately available or you cannot deliver your outstanding notes, the letter of transmittal or any other required documents, or you cannot comply with the procedures under DTC's Automated Tender Offer Program for transfer of book-entry interests, prior to the expiration date, you must tender your outstanding notes



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according to the guaranteed delivery procedures set forth in this prospectus under The Exchange Offer Guaranteed Delivery Procedures.

Effect on holders of outstanding notes

As a result of the making of, and upon acceptance for exchange of all validly tendered outstanding notes pursuant to the terms of the exchange offer, we will have fulfilled a covenant under the registration rights agreement. Accordingly, there will be no increase in the interest rate on the outstanding notes under the circumstances described in the registration rights agreement. If you do not tender your outstanding notes in the exchange offer, you will continue to be entitled to all the rights and limitations applicable to the outstanding notes as set forth in the indenture, except we will not have any further obligation to you to provide for the exchange and registration of the outstanding notes and related guarantees under the registration rights agreement. To the extent that outstanding notes are tendered and accepted in the exchange offer, the trading market for outstanding notes could be adversely affected.

Consequences of failure to exchange

All untendered outstanding notes will continue to be subject to the restrictions on transfer set forth in the outstanding notes and in the indenture. In general, the outstanding notes may not be offered or sold, unless registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. Other than in connection with the exchange offer, we do not intend to register the outstanding notes under the Securities Act, except as otherwise required by the registration rights agreement.

United States federal income tax consequences of the exchange offer

The exchange of outstanding notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes. See Certain U.S. Federal Income Tax Consequences Exchange Offer.

Use of proceeds

We will not receive any cash proceeds from the issuance of exchange notes in the exchange offer. See Use of Proceeds.

Exchange agent

Wells Fargo Bank, National Association is the exchange agent for the exchange offer. The addresses and telephone numbers of the exchange agent are set forth in the section captioned The Exchange Offer Exchange Agent.

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**The Exchange Notes**

The summary below describes the principal terms of the exchange notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The Description of Notes section of this prospectus contains more detailed descriptions of the terms and conditions of the outstanding notes and the exchange notes. The exchange notes will have terms identical in all material respects to the outstanding notes, except that the exchange notes will not contain terms with respect to transfer restrictions, registration rights and liquidated damages for failure to observe certain obligations in the registration rights agreement.

Issuer	Goodman Global, Inc.
Securities offered	\$500.0 million aggregate principal amount of 13.50%/14.00% Senior Subordinated Notes due 2016.
Maturity	The exchange notes will mature on February 15, 2016.
Interest rate	<p>The exchange notes will bear interest at a rate of 13.50% per annum, provided that Goodman Global, Inc. may, at its option, elect to pay interest in any interest period at a rate of 14.00%, per annum, in which case up to 3.0% per annum may be paid by issuing additional notes (PIK notes) under the indenture on the same terms and conditions as the existing notes, provided that Goodman Global, Inc. may not make any interest payment with PIK notes after the first HYDO Determination Date (as defined below) to the extent such interest payment in PIK notes would cause the accrued and unpaid interest and original issue discount on the notes to exceed the amount described in clause (b) of the definition of HYDO Redemption Amount, as defined in Description of Notes Principal, Maturity, Interest and HYDO Redemption.</p> <p>If we elect to pay interest in PIK notes, we will increase the principal amount of each note or issue new notes to holders of the notes on the relevant record date in an amount equal to the amount of PIK interest for the applicable interest period (rounded up to the nearest \$1,000, for notes registered in the name of DTC or its nominee).</p>
Interest payment dates	February 15 and August 15, beginning on August 15, 2008. Interest will accrue from the later of the issue date of the outstanding notes or the last interest payment date relating to the outstanding notes.
Ranking	<p>The exchange notes will be our unsecured, senior subordinated obligations and will:</p> <p>be subordinated in right of payment to our existing and future Senior Indebtedness (as defined in the indenture governing the notes), including our senior secured term credit agreement and asset-based revolving credit agreement;</p> <p>rank equally in right of payment to all of our future senior subordinated debt;</p>



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be effectively subordinated in right of payment to all of our existing and future secured debt (including our senior secured term credit agreement and asset-based revolving credit agreement), to the extent of the value of the assets securing such debt, and be structurally subordinated to all obligations of each of our subsidiaries that is not a guarantor of the notes; and

rank senior in right of payment to all of our future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the notes.

Similarly, the note guarantees will be unsecured senior subordinated obligations of the guarantors and will:

be subordinated in right of payment to all of the applicable guarantor's existing and future Senior Indebtedness, including such guarantor's guarantees under our senior secured credit term agreement and asset-based revolving credit agreement;

rank equally in right of payment to all of the applicable guarantor's future senior subordinated debt;

be effectively subordinated in right of payment to all of the applicable guarantor's existing and future secured debt (including such guarantor's guarantees under our senior secured term credit agreement and asset-based revolving credit agreement), to the extent of the value of the assets securing such debt, and be structurally subordinated to all obligations of any subsidiary of a guarantor if that subsidiary is not also a guarantor of the notes; and

rank senior in right of payment to all of the applicable guarantor's future subordinated debt and other obligations that are, by their terms, expressly subordinated in right of payment to the notes.

As of December 31, 2007, after giving effect to the Transactions as if the Transactions had been consummated as of such date, (1) the notes and related guarantees ranked junior to approximately \$800.0 million of Senior Indebtedness under our senior secured term credit agreement and \$105.0 million under our asset-based revolving credit agreement and (2) we had an additional \$160.0 million in undrawn commitments under our asset-based revolving credit agreement, after giving effect to \$35.0 million of letters of credit outstanding as of March 31, 2008.

**Guarantees**

Each of our subsidiaries that guarantees the obligations under our senior secured credit facilities will initially jointly, severally and unconditionally guarantee the exchange notes on an unsecured senior subordinated basis.

**Optional redemption**

Prior to February 15, 2011, we will have the option to redeem some or all of the exchange notes for cash at a redemption price equal to

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100% of their principal amount, plus a make-whole premium (as described in Description of Notes Optional Redemption ), plus accrued and unpaid interest to the redemption date. Beginning on February 15, 2011, we may redeem some or all of the exchange notes at the redemption prices listed under Description of Notes Optional Redemption plus accrued interest on the exchange notes to the date of redemption.

Optional redemption after certain equity offerings

At any time (which may be more than once) before February 15, 2011, we may choose to redeem up to 40% of the notes at a redemption price equal to 113.5% of the principal amount thereof with proceeds that we or our parent company raise in one or more equity offerings, as long as at least 60% of the aggregate principal amount of the notes issued remains outstanding afterwards. See Description of Notes Optional Redemption.

HYDO redemption

If the Notes would otherwise constitute applicable high yield discount obligations within the meaning of Section 163(i)(1) of the Code, on each HYDO Determination Date (as defined in Description of Notes Principal, Maturity, Interest and HYDO Redemption ), the Issuer will be required to redeem for cash a portion of each Note then outstanding equal to the HYDO Redemption Amount (each such redemption, a HYDO Redemption ), as defined below. The redemption price for the portion of each Note redeemed pursuant to any HYDO Redemption will be 100% of the principal amount of such portion plus any accrued interest thereon on the date of redemption. HYDO Redemption Amount means, as of each HYDO Determination Date, the excess, if any, of (a) the aggregate amount of accrued and unpaid interest and all accrued and unpaid original issue discount (as defined in Section 1273(a)(1) of the Code) with respect to the Notes over (b) and amount equal to the product of (i) the issue price (as defined in Sections 1273(b) and 1274(a) of the Code) of the Notes multiplied by (ii) the yield to maturity (as defined in the Treasury Regulation Section 1.1272-1(b)(1)(i)) of the Notes. No partial redemption or repurchase of the Notes prior to any HYDO Determination Date pursuant to any other provision of the Indenture will alter the Issuer's obligation to make any HYDO Redemption with respect to any Notes that remain outstanding on such HYDO Redemption Date. Please see, Description of Notes Principal, Maturity, Interest and HYDO Redemption.

Change of control offer

Upon the occurrence of a change of control, you will have the right, as holders of the exchange notes, to require us to repurchase some or all of your exchange notes at 101% of their principal amount, plus accrued and unpaid interest to the repurchase date. See Description of Notes Repurchase at the Option of Holders Change of Control.

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We may not be able to pay you the required price for exchange notes you present to us at the time of a change of control, because:

we may not have enough funds at that time; or

terms of our other indebtedness may prevent us from making such payment.

Your right to require us to repurchase your notes upon the occurrence of a change of control will be suspended during any time that the notes have investment grade ratings from both Moody's Investors Service, Inc. and Standard & Poor's Ratings Services.

Certain indenture provisions

The indenture governing the exchange notes will contain covenants limiting our ability and the ability of our restricted subsidiaries to:

incur additional debt or issue certain capital stock;

pay dividends on or make distributions in respect of our capital stock or make other restricted payments;

make certain investments;

sell certain assets;

create liens on certain assets to secure certain debt;

consolidate, merge, sell or otherwise dispose of all or substantially all of our assets;

enter into certain transactions with our affiliates; and

designate our subsidiaries as unrestricted subsidiaries.

These covenants are subject to a number of important limitations and exceptions. See Description of Notes. Most of these covenants will cease to apply to the notes during any period in which the notes have investment grade ratings from both Moody's Investors Service, Inc. and Standard & Poor's.

No public market

The exchange notes will be freely transferable but will be a new issue of securities. There is no established trading market for the notes and the notes will not be listed on any securities exchange. Accordingly, an active market or liquidity may not develop for the exchange notes.

**Risk Factors**

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You should carefully consider all the information in the prospectus prior to exchanging your outstanding notes. In particular, we urge you to carefully consider the factors set forth under the heading Risk Factors.

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**SUMMARY HISTORICAL AND PRO FORMA FINANCIAL DATA**

Set forth below is summary historical consolidated financial data and summary unaudited pro forma condensed financial data of our business, at the dates and for the periods indicated. The historical data for the fiscal years ended December 31, 2005, 2006 and 2007 have been derived from the audited historical consolidated financial statements of Goodman Global, Inc., included elsewhere in this prospectus. The historical data for the fiscal years ended December 31, 2003 and 2004 have been derived from the audited consolidated financial statements of Goodman Global, Inc., not included in this prospectus. The 2004 financial data is a combination of the previous transaction's predecessor and successor statements disclosed in our consolidated financial statements.

The summary unaudited pro forma condensed consolidated balance sheet as of December 31, 2007 has been prepared to give effect to the Transactions as if they had occurred on December 31, 2007. The summary unaudited pro forma condensed consolidated statement of income for the year ended December 31, 2007 has been prepared to give effect to the Transactions as if they had occurred on January 1, 2007. The pro forma adjustments are based upon available information and certain assumptions that we believe are reasonable. The summary unaudited pro forma combined financial data do not purport to represent what our results actually would have been if the Transactions had occurred at any date, and such data do not purport to project the results of operations for any future period.

The Merger will be accounted for using purchase accounting. The final purchase price allocation is dependent on, among other things, the finalization of asset and liability valuations. As of the date of this prospectus, we have not completed the valuation studies necessary to estimate the fair values of the assets acquired and liabilities assumed and the related allocation of purchase price. We have allocated the total estimated purchase price, calculated as described in the notes to the Unaudited Pro Forma Condensed Financial Data, to the assets acquired and liabilities assumed based on preliminary estimates of their fair values. A final determination of these fair values will reflect our consideration of a final valuation prepared by third-party appraisers. This final valuation will be based on the actual net tangible and intangible assets that existed as of the closing of the Merger. Any final adjustment will change the allocations of purchase price, which could affect the fair value assigned to the assets and liabilities and could result in a material change to the unaudited pro forma condensed consolidated financial statements, including a material change to amortizable intangible assets and goodwill.



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The summary historical consolidated and unaudited pro forma financial data should be read in conjunction with The Transactions, Unaudited Pro Forma Condensed Financial Data, Selected Historical Consolidated Financial Data, Management's Discussion and Analysis of Financial Condition and Results of Operations and our consolidated financial statements and related notes included elsewhere in this prospectus.

	Year Ended December 31,					Pro Forma
	2003	2004	2005	2006	2007	Year Ended December 31, 2007
	(in thousands)					
<b>Consolidated statement of operations data:</b>						
Sales, net(1)	\$ 1,192,671	\$ 1,317,580	\$ 1,565,406	\$ 1,794,753	\$ 1,935,690	\$ 1,935,690
Cost of goods sold	915,272	1,024,426	1,243,408	1,374,774	1,462,776	1,506,776
Selling, general and administrative expenses	147,687	220,551	170,077	205,894	210,613	210,613
Depreciation and amortization expense	14,851	18,887	37,717	32,641	35,119	47,973
Operating profit	114,861	53,716	114,204	181,444	227,182	170,328
Interest expense, net	26,081	12,478	74,213	77,825	68,378	170,014
Other (income) expense, net	(331)	(1,406)	(706)	5,264	(2,752)	(2,752)
Earnings before income taxes	89,111	42,644	40,697	98,355	161,556	3,066
Provision for (benefit from) income taxes	1,745	(5,049)	15,817	34,188	60,177	1,142
Net income	\$ 87,366	\$ 47,693	\$ 24,880	\$ 64,167	\$ 101,379	\$ 1,924

	Year Ended December 31,					Pro Forma
	2003	2004	2005	2006	2007	Year Ended December 31, 2007
	(in thousands, except for ratios)					
<b>Consolidated balance sheet data:</b>						
Cash and cash equivalents	\$ 5,359	\$ 3,856	\$ 23,779	\$ 11,569	\$ 18,955	\$ 18,955
Total assets	615,558	1,544,595	1,621,537	1,623,971	1,567,617	3,052,622
Total debt	213,244	1,024,135	961,375	838,050	655,425	1,373,000
Redeemable preferred stock		225,000	225,570			
Shareholders' equity	150,279	102,719	107,815	521,085	622,106	1,278,247
<b>Statement of cash flows data:</b>						
Net cash (used in) provided by operating activities	\$ 150,807	\$ (18,558)	\$ 105,519	\$ 53,724	\$ 204,217	204,217
Net cash used in investing activities	(811)	(1,477,622)	(24,957)	(39,343)	(14,181)	(2,620,906)
Net cash (used in) provided by financing activities	(167,856)	1,494,677	(60,639)	(26,591)	(182,650)	2,424,075
<b>Other financial data:</b>						
Capital expenditures	\$ 16,801	\$ 27,772	\$ 28,806	\$ 39,383	\$ 26,416	\$ 26,416
Ratio of earnings to fixed charges(2)	4.2x	3.8x	1.5x	2.2x	3.2x	1.0x

- (1) Sales are presented net of certain rebates paid to customers. See Management's Discussion and Analysis of Financial Condition and Results of Operations and the notes to our audited consolidated financial statements appearing elsewhere in this prospectus.
- (2) For purposes of calculating the ratio of earnings to fixed charges, earnings represents income before taxes less capitalized interest, plus amortization of capitalized interest and fixed charges. Fixed charges include interest expense (including amortization of debt issuance costs), capitalized interest, and the portion of operating rental expense which management believes is representative of the interest component of rent expense.



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**RISK FACTORS**

*You should carefully consider the risk factors set forth below as well as the other information contained in this prospectus before deciding to tender your outstanding notes in the exchange offer. The risks described below are not the only risks facing us. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial may also materially and adversely affect our business, financial condition or results of operations. Any of the following risks could materially and adversely affect our business, financial condition or results of operations. In such a case, the trading price of the exchange notes could decline or we may not be able to make payments of interest and principal on the exchange notes and you may lose all or part of your original investment.*

**Risks Relating to the Exchange Offer, the Notes and our Indebtedness**

*There may be adverse consequences if you do not exchange your outstanding notes.*

If you do not exchange your outstanding notes for exchange notes in the exchange offer, you will continue to be subject to restrictions on transfer of your outstanding notes as set forth in the prospectus distributed in connection with the private offering of the outstanding notes. In general, the outstanding notes may not be offered or sold unless they are registered or exempt from registration under the Securities Act and applicable state securities laws. Except as required by the registration rights agreement, we do not intend to register resales of the outstanding notes under the Securities Act. You should refer to Prospectus Summary The Exchange Offer and The Exchange Offer for information about how to tender your outstanding notes.

The tender of outstanding notes under the exchange offer will reduce the outstanding amount of the outstanding notes, which may have an adverse effect upon, and increase the volatility of, the market prices of the outstanding notes due to a reduction in liquidity.

*Our substantial indebtedness could adversely affect our business and prevent us from fulfilling our obligations under the notes.*

We have a substantial amount of indebtedness. As of December 31, 2007, on a pro forma basis after giving effect to the Transactions, we would have had total debt of \$1,405.0 million (of which \$500.0 million would have consisted of the notes and the balance would have consisted of indebtedness under our senior secured credit facilities). Our substantial indebtedness may have important consequences to you, including:

making it more difficult for us to satisfy our obligations with respect to the notes;

increasing our vulnerability to general adverse economic and industry conditions;

requiring us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby limiting cash flow available to fund our working capital, capital expenditures or other general corporate requirements;

exposing us to the risk of interest rate increases on our variable rate borrowings, including borrowings under our new senior secured credit facilities;

limiting our flexibility in planning for, or reacting to, changes in our business and the industry;

placing us at a competitive disadvantage compared to our competitors with less indebtedness; and

limiting our ability to obtain additional financing to fund future working capital, capital expenditures, other general corporate requirements and acquisitions.

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Our pro forma cash interest expense for the year ended December 31, 2007 would have been \$144.3 million. At December 31, 2007, on a pro forma basis, we would have had \$905.0 million of debt under our senior secured credit facilities, which would accrue interest at an assumed weighted average floating rate of 9.3%. A 0.125% increase in this floating rate would increase our interest expense on a pro forma basis for the year ended December 31, 2007 by \$1.1 million.

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*Our debt agreements contain restrictions that limit our flexibility in operating our business.*

Our senior secured credit facilities and the indenture governing the notes contain various covenants that limit our ability to engage in specified types of transactions. These covenants limit our and certain of our subsidiaries' ability to, among other things:

incur additional indebtedness or issue certain preferred shares;

pay dividends on, repurchase or make distributions in respect of our capital stock or make other restricted payments;

make certain investments;

sell or transfer assets;

create liens;

consolidate, merge, sell or otherwise dispose of all or substantially all of our assets; and

enter into certain transactions with our affiliates.

In addition, under our asset-based revolving credit agreement, when (and for as long as) the combined availability under our asset-based revolving credit agreement is less than a specified amount for a certain period of time, or if a payment or bankruptcy event of default has occurred and is continuing, funds deposited into any of our depository accounts will be transferred on a daily basis into a blocked account with the administrative agent and applied to prepay loans under the asset-based revolving credit agreement and to cash collateralize letters of credit issued thereunder.

Under our senior secured credit facilities we will also be required to satisfy and maintain specified financial ratios. Our ability to meet those financial ratios can be affected by events beyond our control, and there can be no assurance that we will meet those ratios.

The failure to comply with any of these covenants would cause a default under our debt instruments. A default, if not waived, could result in acceleration of the outstanding indebtedness under such debt instruments, in which case such indebtedness would become immediately due and payable. In addition, a default or acceleration of indebtedness under the notes or our senior secured credit facilities could result in a default or acceleration of other indebtedness we may incur with cross-default or cross-acceleration provisions. If any default occurs, we may not be able to pay our debt or borrow sufficient funds to refinance it. Even if new financing is available, it may not be available on terms that are acceptable to us. Complying with these covenants may cause us to take actions that we otherwise would not take or not take actions that we otherwise would take.

***Despite current indebtedness levels, we and our subsidiaries may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial leverage.***

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. The terms of the indenture governing the notes does not fully prohibit us or our subsidiaries from doing so. Our senior secured credit facilities also permit additional borrowing indebtedness and all or a portion of such additional indebtedness could rank senior to the notes and the subsidiary guarantees. If new debt is added to our and our subsidiaries' current debt levels, the related risks that we and they now face could intensify.

***To service all of our indebtedness, including the notes, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control.***

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Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and operating performance. This, to a certain extent, is subject to prevailing economic and competitive conditions and to certain financial, business, regulatory and other factors beyond our control. Our business may

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not generate sufficient cash flow from operations and future borrowings may not be available to us under our asset-based revolving credit agreement in an amount sufficient to enable us to service our debt, including the notes, or to fund our other liquidity needs. If we are unable to meet our debt obligations or fund our other liquidity needs, we may need to restructure or refinance all or a portion of our debt, including the notes, or sell certain of our assets on or before the maturity of our debt. We may not be able to restructure or refinance any of our debt, including the notes, on commercially reasonable terms, if at all, which could cause us to default on our debt obligations and impair our liquidity. Any refinancing of our indebtedness could be at higher interest rates and may require us to comply with more onerous covenants that could further restrict our business operations.

In addition, if our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, or to sell assets or seek additional capital. These alternative measures may not be available to us, may not be successful and may not permit us to meet our scheduled debt service obligations, which could result in substantial liquidity problems. Our senior secured credit facilities and the indenture governing the notes restricts our ability to dispose of assets and use the proceeds from the disposition. We may not be able to consummate those dispositions or to obtain the proceeds which we could realize from them and these proceeds may not be adequate to meet any debt service obligations then due.

***Your right to receive payments on the notes will be junior to the rights of the lenders under our senior secured credit facilities and all of our other Senior Indebtedness and any of our future Senior Indebtedness.***

The notes and the guarantees will be general unsecured obligations that will be junior in right of payment to all of our and such guarantors existing and future Senior Indebtedness (as defined in the indenture governing the notes). As of December 31, 2007, after giving effect to the Transactions as if the Transactions had been consummated as of such date, we would have had approximately \$800.0 million of senior indebtedness under our senior secured term credit agreement and \$105.0 million under our asset-based revolving credit agreement and an additional \$160.0 million in undrawn commitments under our asset-based revolving credit agreement, after giving effect to \$35.0 million of letters of credit outstanding as of March 31, 2008. The indenture governing the notes offered hereby will permit us and the guarantors to incur substantial additional Senior Indebtedness in the future.

We may not pay principal, premium, if any, interest or other amounts on account of the notes in the event of a payment default or certain other defaults in respect of certain of our Senior Indebtedness, including debt under our senior secured credit facilities, unless the Senior Indebtedness has been paid in full or the default has been cured or waived. In addition, in the event of certain other defaults with respect to our Senior Indebtedness, we may not be permitted to pay any amount on account of the notes for a designated period of time.

Because of the subordination provisions in the notes, in the event of our bankruptcy, liquidation or dissolution, our assets will not be available to pay obligations under the notes until we have made all payments in cash on our Senior Indebtedness and all letters of credit our credit facilities have been terminated or cash collateralized. We cannot assure you that sufficient assets will remain after all these payments have been made to make any payments on the notes, including payments of principal or interest when due.

***Your right to receive payments on the notes is effectively subordinated to the rights of our existing and future secured creditors. Further, the guarantees of these notes are effectively subordinated to all our guarantors existing and future secured indebtedness.***

Holders of our secured indebtedness and the secured indebtedness of the guarantors will have claims that are prior to your claims as holders of the notes to the extent of the value of the assets securing that other indebtedness. Notably, we and certain of our subsidiaries, including the guarantors, are parties to the new credit facility, which will be secured by liens on substantially all of our assets and the assets of the guarantors. The notes will be effectively subordinated to all that secured indebtedness. In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation, reorganization, or other bankruptcy

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proceeding, holders of secured indebtedness will have prior claim to those of our assets that constitute their collateral. Holders of the notes will participate ratably with all holders of our unsecured indebtedness that is deemed to be of the same class as the notes, and potentially with all of our other general creditors, based upon the respective amounts owed to each holder or creditor, in our remaining assets. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the notes. As a result, holders of the notes may receive less, ratably, than holders of secured indebtedness.

As of December 31, 2007, on a pro forma basis after giving effect to the Transactions, the aggregate amount of our secured indebtedness and the secured indebtedness of our subsidiaries would have been approximately \$905.0 million, and we would have had \$160.0 million in undrawn commitments under the asset-based revolving credit agreement, after giving effect to \$35.0 million of letters of credit outstanding as of March 31, 2008. We will be permitted to borrow substantial additional indebtedness, including secured indebtedness, in the future under the terms of the indenture governing the notes.

*We may not have access to the cash flow and other assets of our subsidiaries that may be needed to make payment on the notes.*

Although a significant portion of our business is conducted through our subsidiaries, none of our subsidiaries is obligated to make funds available to us for payment on the notes. Accordingly, our ability to make payments on the notes is dependent in part on the earnings and the distribution of funds from our subsidiaries. Our subsidiaries will be permitted under the terms of the indenture governing the notes to incur additional indebtedness that may severely restrict or prohibit the making of distributions, the payment of dividends or the making of loans by such subsidiaries to us. We cannot assure you that the agreements governing future indebtedness of our subsidiaries will permit our subsidiaries to provide us with sufficient dividends, distributions or loans to fund payments on these notes when due.

*Claims of noteholders will be structurally subordinated to claims of creditors of all of our non-guarantor subsidiaries.*

The notes initially are guaranteed on a senior basis by our existing U.S. subsidiaries that are obligors under our senior secured credit facilities. The notes are not guaranteed by our non-U.S. subsidiaries. However, the historical consolidated financial statements and the pro forma condensed financial data included in this prospectus include all of our domestic and foreign subsidiaries. Our non-guarantor subsidiaries generated approximately 3% of our pro forma net sales for the year ended December 31, 2007, and as of December 31, 2007, our non-guarantor subsidiaries held approximately 1% and 4% of our total assets and tangible assets, respectively, on a pro forma basis. In addition, we will have the ability to designate certain of our subsidiaries as unrestricted subsidiaries pursuant to the terms of the indenture governing the notes, and any subsidiary so designated will not be a subsidiary guarantor of the notes.

Our non-guarantor subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due pursuant to the notes, or to make any funds available therefor, whether by dividends, loans, distributions or other payments. Any right that we or the subsidiary guarantors have to receive any assets of any of the non-guarantor subsidiaries upon the liquidation or reorganization of those subsidiaries, and the consequent rights of noteholders to realize proceeds from the sale of any of those subsidiaries' assets, will be effectively structurally subordinated to the claims of those subsidiaries' creditors, including trade creditors and holders of debt of that subsidiary.

*The lenders under our senior secured credit facilities will have the discretion to release the guarantors under the senior secured credit facilities in a variety of circumstances, which will cause those guarantors to be released from their guarantees of the notes.*

Any guarantee of the notes will be released without action by, or consent of, any holder of the notes or the trustee under the indenture governing the notes offered hereby, if the related guarantor is no longer a guarantor of



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obligations under our senior secured credit facilities or any other indebtedness. See Description of Notes. The lenders under our senior secured term credit agreement and our asset-based revolving credit agreement will have the discretion to release the guarantees under the applicable credit agreement in a variety of circumstances. You will not have a claim as a creditor against any subsidiary that is no longer a guarantor of the notes, and the indebtedness and other liabilities, including trade payables, whether secured or unsecured, of those subsidiaries will effectively be senior to claims of holders of the notes.

### ***Federal and state statutes allow courts, under specific circumstances, to void guarantees and require note holders to return payments received from guarantors.***

Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee:

received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee;

was insolvent or rendered insolvent by reason of such incurrence;

was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or

intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

In addition, any payment by that guarantor pursuant to its guarantee could be voided and required to be returned to the guarantor, or to a fund for the benefit of the creditors of the guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;

if the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

it could not pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that each guarantor, after giving effect to its guarantee of these notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not have incurred debts beyond its ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

### ***If we default on our obligations to pay our indebtedness, we may not be able to make payments on the notes.***

Any default under the agreements governing our indebtedness, including a default under our senior secured credit facilities, that is not waived by the required lenders, and the remedies sought by the holders of such indebtedness could make us unable to pay principal, premium, if any, and interest on the notes and substantially decrease the market value of the notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants in the instruments governing our



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indebtedness (including covenants in the new senior secured credit facilities and the indenture governing the notes), we could be in default under the terms of the agreements governing such indebtedness, including our senior secured credit facilities and the indentures. In the event of such default, the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest. The lenders under our senior secured credit facilities could elect to terminate their commitments thereunder, cease making further loans and institute foreclosure proceedings against our assets, and we could be forced into bankruptcy or liquidation. If our operating performance declines, we may in the future need to obtain waivers from the required lenders under our senior secured credit facilities to avoid being in default. If we breach our covenants under our senior secured credit facilities and seek a waiver, we may not be able to obtain a waiver from the required lenders. If this occurs, we would be in default under the new senior secured credit facilities, the lenders could exercise their rights, as described above, and we could be forced into bankruptcy or liquidation.

*We may not be able to purchase the notes upon a change of control offer required by the indentures.*

Upon the occurrence of specific kinds of change of control events, we will be required to offer to repurchase all outstanding notes at a price equal to 101% of their principal amount plus accrued and unpaid interest, if any, to the date of repurchase. However, it is possible that we will not have sufficient funds available at the time of such change of control event to make the required repurchase of notes that are tendered upon a change of control event. In addition, our new senior secured credit facilities contain restrictions that limit our ability to repurchase notes that are tendered upon a change of control event.

Accordingly, we may not be able to satisfy our obligations to purchase the notes unless we are able to refinance or obtain waivers under our new senior secured credit facilities. Our failure to repurchase the notes upon a change of control would cause a default under the indentures governing the notes and a cross default under our senior secured credit facilities. The senior secured credit facilities also provide that a change of control will be a default that permits lenders to accelerate the maturity of borrowings thereunder. Any of our future debt agreements may contain similar provisions.

Certain important corporate events, such as leveraged recapitalizations that would increase the level of our indebtedness, would not constitute a Change of Control under the indentures. See Description of Notes Repurchase at the Option of Holders.

*An active trading market may not develop for the notes.*

The notes are a new issue of securities, there is no established trading market for the notes and the notes will not be listed on any securities exchange. The liquidity of any market for the notes will depend upon various factors, including:

the number of holders of the notes;

the interest of securities dealers in making a market for the notes;

the overall market for high yield securities;

our financial performance or prospects; and

the prospects for companies in our industry generally.

Accordingly, an active market or liquidity may not develop for the notes. Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes. The market for the notes, if any, may be subject to similar disruptions. Any such disruptions may adversely affect you as a holder of the notes. In addition, the notes may trade at a discount, depending upon prevailing interest rates, the market for similar notes, our performance and other factors.



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### ***The trading price of the notes may be volatile.***

The trading price of the notes could be subject to significant fluctuation in response to, among other factors, changes in our operating results, interest rates, the market for non-investment grade securities, general economic conditions and securities analysts' recommendations, if any, regarding our securities.

### ***United States persons will be required to pay U.S. federal income tax on the notes even if we do not pay cash interest.***

None of the interest payments on the notes will be qualified stated interest for U.S. federal income tax purposes, even if we never exercise the option to pay pay-in-kind, or PIK, interest, because the notes provide us with the option to pay cash interest or PIK interest for any interest payment period, subject to certain limitations. Consequently, the notes will be treated as issued with original issue discount for U.S. federal income tax purposes, and U.S. holders (as defined in Certain U.S. Federal Income Tax Consequences) will be required to include the original issue discount in gross income on a constant yield to maturity basis, regardless of whether interest is paid currently in cash. See Certain U.S. Federal Income Tax Consequences.

## **Risks Relating to our Business**

### ***Changes in weather patterns and seasonal fluctuations may adversely affect our operating results.***

Weather fluctuations may adversely affect our operating results and our ability to maintain our sales volume. Our operations may be adversely affected by unseasonably warm weather in the months of November to February and unseasonably cool weather in the months of May to August, which has the effect of diminishing customer demand for heating and air conditioning and decreasing our sales volumes. Many of our operating expenses are fixed and cannot be reduced during periods of decreased demand for our products. Accordingly, our results of operations will be negatively impacted in quarters with lower sales due to such weather fluctuations. In addition, our sales volumes and operating results in certain regions can be negatively impacted during inclement weather conditions in these regions. For example, during the summer of 2004, several hurricanes and other tropical weather systems struck the southeastern United States resulting in an estimated \$6.2 million reduction in our operating profit for 2004.

In addition, our quarterly results may vary significantly. Although there is demand for our products throughout the year, in each of the past three years approximately 56% to 58% of our total sales occurred in the second and third quarters of the fiscal year. Our peak production occurs in the first and the second quarters in anticipation of our peak sales quarters. Therefore, quarterly comparisons of our sales and operating results should not be relied on as an indication of future performance, and the results of any quarterly period may not be indicative of expected results for a full year.

### ***Increased competition and technological changes and advances may reduce our market share and our future sales.***

The production and sale of HVAC equipment by manufacturers is highly competitive. According to industry sources, the top five domestic manufacturers (including us) represented over 80% of the unit sales in the U.S. residential and light commercial HVAC market in 2007. Our four largest competitors in this market are Carrier Corporation (a division of United Technologies Corporation), Trane Inc., Lennox International, Inc. and Rheem Manufacturing Company. Several of our competitors may have greater financial and other resources than we have. A number of factors affect competition in the HVAC industry, including an increasing emphasis on the development of more efficient HVAC products. Existing and future competitive pressures may materially and adversely affect our business, financial condition or results of operations, including pricing pressure if our competitors improve their cost structure. In addition, our company-operated distribution centers face competition from independent distributors and dealers owned by our competitors, some of whom may be able to provide their

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products or services at lower prices than we can. We may not be able to compete successfully against current and future competition; current and future competitive pressures faced by us may adversely affect our profitability and performance.

There is currently an effort underway in the United States by several companies to purchase independent distributors and dealers and consolidate them into large enterprises. These consolidated enterprises may be able to exert pressure on us to reduce prices. Additionally, these new enterprises tend to emphasize their company name, rather than the brand of the manufacturer, in their promotional activities, which could lead to dilution of the importance and value of our brand names. Future price reductions and any brand dilution caused by the consolidation among HVAC distributors and dealers could have an adverse effect on our business, financial condition and results of operations.

***Significant increases in the cost of raw materials and components have, and may continue to, increase our operating costs. In addition, a decline in our relationships with key suppliers may have an adverse effect on our business.***

Our operations depend on the supply of various raw materials and components, including steel, copper, aluminum, refrigerants, motors and compressors, from domestic and foreign suppliers. We do not enter into long-term supply contracts for many of our raw materials and component requirements. However, our suppliers may discontinue providing products to us at attractive prices, and we may be unable to obtain such products in the future from these or other providers on the scale and within the time frames we require. If a key supplier were unable or unwilling to meet our supply requirements, we could experience supply interruptions and/or cost increases which (to the extent that we are not able to find alternate suppliers or pass these additional costs onto our customers) could adversely affect our results of operations and financial condition. To the extent any of our suppliers experiences a shortage of components that we purchase, we may not receive shipments of those components and, if we were unable to obtain substitute components on a timely basis, our production would be impaired. For example, in the second quarter of 2004 we experienced supply interruptions for steel, copper and aluminum. Historically, these supply interruptions have resulted in periodic production disruptions and higher transportation costs.

Since 2004, commodity prices have risen significantly to levels well above prices seen in the past decade. These commodity cost increases negatively affected our net income in 2004. Effective September 1, 2004, we increased prices by up to 5% on a majority of our products in response to these increases in commodity costs. Effective January 1, 2005, we further increased prices up to 7% on the majority of our products. Commodity costs have continued to increase. To help address the rise in commodity costs, we implemented price increases effective April 1, 2006 and October 1, 2006, with respect to certain of our products. However, these price increases may reduce demand for our products. A continued high level of commodity prices or a further increase in commodity prices could have a material adverse effect on our results of operations. In addition, we may not be able to further increase the price of our products or reduce our costs to offset the higher commodity prices.

To enhance stability in the cost of major raw material commodities, such as copper and aluminum used in the manufacturing process, we have and may continue to enter into commodity arrangements. We generally do not enter commodity hedges extending beyond eighteen months. During 2006 and 2007, we entered into commodity hedges for both aluminum and copper. During 2007, we entered into swaps for a portion of our aluminum and copper supply which expire by December 31, 2008. The notional value of commodity swaps outstanding as of December 31, 2007 and 2006 were \$143.3 million and \$87.1 million, respectively. A 10% change in the price of commodities hedged would change the fair value of the hedge contracts by approximately \$6.9 million as of December 31, 2007 and \$4.3 million at December 31, 2006.

We continue to monitor and evaluate the prices of our principal raw materials and may decide to enter into additional hedging contracts in the future.

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***Our business could be hurt by economic downturns.***

Our business is affected by a number of economic factors, including the level of economic activity in the markets in which we operate. A decline in economic activity in the United States could materially affect our financial condition and results of operation. Sales in the residential and commercial new construction market correlate closely to the number of new homes and buildings that are built, which in turn is influenced by factors such as interest rates, inflation, availability of financing, consumers' spending habits and confidence, employment rates and other macroeconomic factors over which we have no control. Any decline in economic activity as a result of these factors typically results in a decline in new construction and replacement purchases, which would result in a decrease in our sales volume and profitability.

***A decline in our relations with our key distributors may adversely affect our business.***

Our operations also depend upon our ability to maintain our relations with our independent distributors. While we generally enter into contracts with our independent distributors, these contracts typically last for one to two years and can be terminated by either party upon 30 days' notice. If our key distributors are unwilling to continue to sell our products or if our key distributors merge with or are purchased by a competitor, we could experience a decline in sales. If we are unable to replace such distributors or otherwise replace the resulting loss of sales, our business and results of operations could be adversely affected. For the year ended December 31, 2007, approximately 40% of our net sales were made through our independent distributors.

***Damage or injury caused by our products could result in material liabilities associated with product recalls or reworks.***

In the event we produce a product that is alleged to contain a design or manufacturing defect, we could be required to incur costs involved to recall or rework that product. In September 2004, we initiated a voluntary corrective action plan, or CAP, regarding a discontinued design of certain Amana<sup>®</sup>, Trane<sup>®</sup> and American Standard<sup>®</sup> brand PTAC units manufactured by one of our subsidiaries. A PTAC is a single unit heating and air conditioning system used primarily in hotel and motel rooms, apartments, schools, assisted living facilities and hospitals. Under the CAP, we will provide a new thermal limit switch to commercial and institutional PTAC owners. Installation of these switches will be at the commercial or institutional owners' expense, except in special and limited circumstances (e.g., financial hardship). Pursuant to the CAP, we will pay the cost of installing the replacement switch for any individual homeowner having a PTAC unit in his/her residence. We have established a reserve relating to the CAP in an amount that we believe is appropriate. The costs required to recall or rework any defective products could be material, which may have a material adverse effect on our business. In addition, our reputation for safety and quality is essential to maintaining our market share. Any recalls or reworks may adversely affect our reputation as a manufacturer of quality, safe products and could have a material adverse effect on our results of operations.

***We may incur material costs as a result of product liability or warranty claims that would negatively affect our profitability.***

The development, manufacture, sale and use of our products involve a risk of product liability and warranty claims, including personal injury and property damage arising from fire, soot, mold and carbon monoxide. We currently carry insurance and maintain reserves for potential product liability claims. However, our insurance coverage may be inadequate if such claims do arise and any liability not covered by insurance could have a material adverse effect on our business. To date, we have been able to obtain insurance in amounts we believe to be appropriate to cover such liability. However, our insurance premiums may increase in the future as a consequence of conditions in the insurance business generally or our situation in particular. Any such increase could result in lower profits or cause the need to reduce our insurance coverage. In addition, a future claim may be brought against us, which would have a material adverse effect on us. Any product liability claim may also include the imposition of punitive damages, the award of which, pursuant to certain state laws, may not be covered by insurance. Our product liability insurance policies have limits that if exceeded, may result in material costs that would have an adverse effect on our future profitability. In addition, warranty claims are not covered

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by our product liability insurance. Any product liability or warranty issues may adversely affect our reputation as a manufacturer of safe, quality products and could have a material adverse effect on our business.

*Our financial results may be adversely impacted by higher than expected tax rates, exposure to additional income tax liabilities and the adoption of new accounting pronouncements regarding income tax accounting.*

Our effective tax rate is highly dependent upon the geographic composition of our earnings and tax regulations governing each region. We are subject to income taxes in multiple jurisdictions within the United States and Canada, and significant judgment is required to determine our tax liabilities. Our effective tax rate as well as the actual tax ultimately payable could be adversely affected by changes in the split of earnings between jurisdictions with differing statutory tax rates, in the valuation of deferred tax assets, in tax laws or by material audit assessments, which could affect our profitability. In particular, the carrying value of deferred tax assets, which are predominantly in the United States, is dependent on our ability to generate future taxable income in the United States. In addition, the amount of income taxes we pay is subject to ongoing audits in various jurisdictions, and a material assessment by a governing tax authority could affect our profitability.

We adopted the provisions of Financial Accounting Standards Board Interpretation No. 48 *Accounting for Uncertainty in Income Taxes* (FIN 48), an interpretation of FASB Statement No. 109 (SFAS 109), on January 1, 2007. As a result of the implementation of FIN 48, we recognized an adjustment in the liability for unrecognized income tax benefits of \$1.1 million, which was accounted for as a reduction to the January 1, 2007 balance of retained earnings. In addition, at January 1, 2007 we reclassified \$18.2 million from deferred taxes to other long-term liabilities. At December 31, 2007, we had \$30.1 million of unrecognized tax benefits, of which \$2.4 million would impact the effective tax rate at recognition.

*The cost of complying with laws relating to the protection of the environment and worker safety may be significant.*

We are subject to extensive, evolving and often increasingly stringent international, federal, state, provincial, municipal and local laws and regulations, such as those relating to the protection of human health and the environment, including those limiting the discharge of pollutants into the environment and those regulating the treatment, storage, disposal and remediation of, and exposure to, solid and hazardous wastes and hazardous materials. Certain environmental laws and regulations impose strict, joint and several liabilities on potentially responsible parties, including past and present owners and operators of sites, to clean up, or contribute to the cost of cleaning up sites at which hazardous wastes or materials were disposed or released. As such, we may be obligated to pay for greater than our share, or even all, of the liability involved, without regard to whether we knew of, or caused, such disposal or release. We are currently, and may in the future be, required to incur costs relating to the investigation or remediation of such sites, including sites where we have, or may have, disposed of our waste. See Business Regulation.

We believe that we are in substantial compliance with applicable environmental laws and regulations, many of which provide for substantial fines and criminal sanctions for violations. Nonetheless, we expect to incur expenses to maintain such compliance and it is possible that more stringent environmental laws and regulations, or more vigorous enforcement or a new interpretation of existing laws and regulations, could require us to incur additional costs and penalties. Further, existing or future circumstances, such as the discovery of new or materially different environmental conditions, could cause us to incur additional costs that could have a material adverse effect on our business, financial condition or results of operations.

We are also subject to various laws and regulations relating to health and safety. In October 2004, we reached an agreement with OSHA to resolve certain matters identified during an OSHA inspection at our Houston Furnace and Cooling plants. We did not admit any violations of the Occupational Safety and Health Act or OSHA standards, but we did agree, among other things, to address certain issues identified by OSHA during its inspection and to pay OSHA a penalty of \$277,000. We have paid the penalty and are currently conducting



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certain actions required by this settlement. We expect to make capital expenditures at these and other facilities to improve worker health and safety. Expenditures at these and any other facilities to assure compliance with OSHA standards could be significant, and we may become subject to additional liabilities relating to our facilities in the future. In addition, future inspections at these or other facilities may result in additional actions by OSHA.

Our products are