Quietflex Manufacturing Company, L.P.
Form S-4/A
June 19, 2008
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As filed with the Securities and Exchange Commission on June 19, 2008

Registration No. 333-150263

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

AMENDMENT NO. 3
TO

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	**3585**	**20-1932219**
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

5151 San Felipe, Suite 500

Houston, Texas 77056

(713) 861-2500

(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(1)	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee
13.50%/14.00% Senior Subordinated Notes due 2016	$ 500,000,000	100%	$ 500,000,000	$ 19,650(3)
Guarantees(4) of 13.50%/14.00% Senior Subordinated Notes due 2016	$ 500,000,000	100%	$ 500,000,000	(5)

(1) Includes notes that may be issued, at the option of the registrant, in payment of interest in lieu of cash interest payments on the notes, in accordance with the indenture governing such notes.

(2) 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).

(3) Previously paid.

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

(5) 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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TABLE OF ADDITIONAL REGISTRANT GUARANTORS

Exact Name of Registrant Guarantor, as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number	Address, Including Zip Code and Telephone Number, Including Area Code of Registrant Guarantor s Principal Executive Offices
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

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 JUNE 19, 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, wholly and unconditionally guaranteed by each subsidiary guarantor named herein, 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, wholly and unconditionally guaranteed by each subsidiary guarantor named herein.

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 July 18, 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

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.

Each broker-dealer that receives exchange notes for its own account pursuant to an exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where such outstanding notes were acquired as a result of market-making activities or other trading activities. In addition, all dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

See Risk Factors beginning on page 16 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 June 19, 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®, Amana® and Quietflex® brand names. The Goodman® 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® brand includes enhanced features such as higher efficiency and quieter operation. The Quietflex® 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. For the three months ended March 31, 2008, we generated net sales of $364.9 million, a 4.1% decrease as compared to the three months ended March 31, 2007.

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 each of the year ended December 31, 2007 and the three months ended March 31, 2008, 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 March 31, 2008, 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$^{7}/8$% 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 (as defined below) 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.

Recent Developments

On April 21, 2008, Charles Carroll retired as President and Chief Executive Officer of Goodman and Parent, but remains as Chairman of the Board of Directors of both Goodman and Parent. Effective April 21, 2008, David Swift joined Goodman and Parent as President and Chief Executive Officer and became a member of each of Goodman s and Parent s Board of Directors. Prior to joining us, Mr. Swift was President of Whirlpool North America, where he also served on its board of directors. Before joining Whirlpool, Mr. Swift served as President of Eastman Kodak Company s Professional Group. Before becoming President of Kodak s Professional Group, Mr. Swift served as the Chairman and President of Kodak s Greater Asian Region based in Shanghai, China.

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.

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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®, Amana® and Quietflex® brand names. Amana® is a trademark of Maytag Corporation and is used under license to Goodman Company, L.P.

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 July 18, 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

	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 Material 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.

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	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.

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).

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	The exchange notes will be our unsecured, senior subordinated obligations and will:

- 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;
- rank equally in right of payment to all of our future senior subordinated debt;

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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 March 31, 2008, we and the guarantors had total indebtedness of $1,377.6 million, of which $800.0 million was secured indebtedness, excluding approximately $35.0 million of issued and outstanding letters of credit and up to $156.4 million of undrawn commitments for revolving credit loans under our asset-based revolving credit agreement.

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 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

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	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)(l) of the Internal Revenue Code of 1986, as amended (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.

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.

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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

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 three months ended March 31, 2007 and 2008 have been derived from the unaudited historical consolidated financial statements of Goodman Global, Inc. included elsewhere in this prospectus. 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 and condensed 2008 financial data are a combination of the previous transaction s predecessor and successor company statements disclosed in our consolidated financial statements and therefore represent non-GAAP measures.

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 summary unaudited pro forma condensed consolidated statement of income for the three months ended March 31, 2008 has been prepared to give effect to the Transactions as if they had occurred on January 1, 2008. 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,					Three Months Ended March 31,		Pro Forma Year Ended December 31,	Pro Forma Three Months Ended March 31,
	2003	2004(1)	2005	2006	2007	2007	2008(1)	2007	2008
	(in thousands, except for ratios)								
Consolidated statement of income data:									
Sales, net(2)	$ 1,192,671	$ 1,317,580	$ 1,565,406	$ 1,794,753	$ 1,935,690	$ 380,274	$ 364,867	$ 1,935,690	$ 364,867
Cost of goods sold	915,272	1,024,426	1,243,408	1,374,774	1,462,776	303,262	305,415	1,510,767	329,411
Selling, general and administrative expenses	147,687	220,551	170,077	205,894	210,613	45,926	92,908	210,613	49,969
Depreciation and amortization expense	14,851	18,887	37,717	32,641	35,119	8,311	10,726	53,478	13,387
Operating profit (loss)	114,861	53,716	114,204	181,444	227,182	22,775	(44,182)	160,832	(27,900)
Interest expense, net	26,081	12,478	74,213	77,825	68,378	16,907	76,679	170,014	41,006
Other (income) expense, net	(331)	(1,406)	(706)	5,264	(2,752)	(1,127)	(487)	(2,752)	(487)
Earnings (loss) before income taxes	89,111	42,644	40,697	98,355	161,556	6,995	(120,374)	(6,430)	(68,419)
Provision for (benefit from) income taxes(3)	1,745	(5,049)	15,817	34,188	60,177	2,364	(37,142)	(4,498)	(17,139)
Net income (loss)	$ 87,366	$ 47,693	$ 24,880	$ 64,167	$ 101,379	$ 4,631	$ (83,232)	$ (1,932)	$ (51,280)
Statement of cash flows data:									
Net cash (used in) provided by operating activities	$ 150,807	$ (18,558)	$ 105,519	$ 53,724	$ 204,217	$ 2,425	$ (41,269)		
Net cash used in investing activities	(811)	(1,477,622)	(24,957)	(39,343)	(14,181)	(5,009)	(1,945,637)		
Net cash (used in) provided by financing activities	(167,856)	1,494,677	(60,639)	(26,591)	(182,650)	(875)	(1,983,858)		
Other financial data:									
Capital expenditures	$ 16,801	$ 27,772	$ 28,806	$ 39,383	$ 26,416	$ 10,282	$ 4,978		
Ratio of earnings to fixed charges(4)	4.2x	3.8x	1.5x	2.2x	3.2x	1.4x	(5)	(5)	(5)

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	As of December 31,					As of March 31,	
	2003	2004	2005	2006 (in thousands)	2007	2007	2008
Consolidated balance sheet data:							
Cash and cash equivalents	$ 5,359	$ 3,856	$ 23,779	$ 11,569	$ 18,955	$ 8,110	$ 15,907
Total assets	615,558	1,544,595	1,621,537	1,623,971	1,567,617	1,663,941	3,073,390
Total debt	213,244	1,024,135	961,375	838,050	655,425	837,175	1,377,621
Redeemable preferred stock		225,000	225,570				
Shareholders equity	150,279	102,719	107,815	521,085	622,106	526,461	1,264,821

(1) The financial information for these periods reflects the combined presentation of the successor and predecessor company financial statements and is therefore an unaudited non-GAAP financial measure.

(2) 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.

(3) The 2003 and 2004 consolidated statements of income represent our tax provision calculated based on our previous status when incorporated under Subchapter S of the Code, with substantially all corporate earnings taxed at the shareholder level. For comparability purposes, if we had been incorporated under Subchapter C of the Code and used a pro forma tax rate of 38.5% as a C corporation, the provision for income taxes and net income would have been as set forth below:

	Year Ended December 31,	
	2003	2004
	(in thousands)	
Provision for income taxes	$ 34,308	$ 16,418
Net income	54,803	18,226

(4) 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.

(5) For the three months ended March 31, 2008 (unaudited), the pro forma year ended December 31, 2007 and the pro forma three months ended March 31, 2008, earnings were not adequate to cover fixed charges by $120.4 million, $6.4 million and $68.4 million, respectively.

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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. 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 March 31, 2008, we and the guarantors had total indebtedness of $1,377.6 million, excluding approximately $35.0 million of issued and outstanding letters of credit and up to $156.4 million of undrawn commitments for revolving credit loans under our asset-based revolving credit agreement (of which $500.0 million consisted of the notes and the balance 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.

Our pro forma cash interest expense for the three months ended March 31, 2008 would have been $41.0 million. At March 31, 2008, we had $1,377.6 million of indebtedness under our senior secured credit facilities, which as of such date accrued interest at a weighted average floating rate of 7.2%. A 0.125% increase in this floating rate would increase our interest expense on a pro forma basis for the three months ended March 31, 2008 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. For example, under our asset-based revolving credit agreement, as of March 31, 2008, we had an additional $156.4 million of undrawn commitments that, if drawn, would further increase our leverage. 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.

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

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conditions and to certain financial, business, regulatory and other factors beyond our control. Our business may 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. For example, in the three months ended March 31, 2008, we had a net loss of $83.2 million and negative net cash used in operating activities of $41.3 million. Our net loss was primarily as a result of $49.8 million of expense related to the extinguishment of our predecessor company s outstanding debt, $42.9 million of general and administrative expenses, $24.8 million of amortization of the inventory step-up incurred as a result of purchase accounting and $2.5 million of amortization of identifiable intangible assets and increased depreciation, in each case, in connection with the Transactions, as well as our increased interest expense relating to the debt we incurred in connection with the Transactions. 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 $156.4 million in undrawn commitments under our asset-based revolving credit agreement, after giving effect to $35.0 million of letters of credit issued and 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.

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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 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 March 31, 2008, the aggregate amount of our secured indebtedness and the secured indebtedness of our subsidiaries was $1,377.6 million, excluding approximately $35.0 million of issued and outstanding letters of credit and up to $156.4 million of undrawn commitments for revolving credit loans under our asset-based revolving credit agreement. 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 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.

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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 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.

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 Material 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 Material 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

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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 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 prior decade. These commodity cost increases negatively affected our net income in 2004. Effective September 2004, we increased prices by up to 5% on a majority of our products in response to these increases in commodity costs. Effective January 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 in April 2006, October 2006 and January 2008 and, most recently, we announced that effective July 1, 2008 we will raise prices by up to an additional 5% on the majority 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 March 31, 2008 and December 31, 2007 and 2006 were $69.9 million, $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 $8.5 million as of March 31, 2008, $6.9 million as of December 31, 2007 and $4.3 million as of 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.

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. For example, we believe approximately 20% to 25% of our sales is for residential new construction, with the balance attributable to repair, retrofitting and replacement units. With the current downturn in residential new construction activity, we are seeing a decline in the volume of products we sell into this market. 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 three months ended March 31, 2008, 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®, Trane® and American Standard® 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, which amounted to $2.6 million as of December 31, 2004, the year in which the CAP was implemented. 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 allegations of 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 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 March 31, 2008, we had $33.9 million of unrecognized tax benefits, of which $2.5 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

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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 paid the penalty and are currently conducting certain actions required by this settlement. We expect to continue 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 also subject to international, federal, state, provincial and local laws and regulations. We are required to maintain our products in compliance with applicable current laws and regulations, and any changes which affect our current or future products could have a negative impact on our business and could result in additional compliance costs.

Effective January 23, 2006, U.S. federal regulations mandated an increase in the minimum SEER from 10 to 13 for central air conditioners and heat pumps manufactured in the United States. On November 19, 2007, the U.S. Department of Energy issued new regulations increasing the minimum annual fuel utilization efficiency, or AFUE, for several types of residential furnaces. These regulations apply to furnaces manufactured for sale in the U.S. or imported into the U.S., on and after November 19, 2015. On December 19, 2007, federal legislation was enacted authorizing the U.S. Department of Energy to study the establishment of regional efficiency standards for furnaces and air conditioners. We anticipate that the U.S. Department of Energy will consider establishing regional standards for heating and air conditioners during future rulemaking. We have established processes that we believe will allow us to offer products that meet or exceed new standards in advance of implementation. The required efficiency levels for our products may be further increased in the future by the relevant regulatory authorities. Any future changes in required efficiency levels or other government regulations could adversely affect our industry and our business.

We also currently use a refrigerant that the EPA is in the process of phasing out. See Business Regulation. To the extent that our competitors are not subject to EPA regulations or continue to use such refrigerants following completion of the EPA phase-out, we may suffer a competitive disadvantage.

Labor disputes with our employees could interrupt our operations and adversely affect our business.

We are a party to a collective bargaining agreement with the International Association of Machinists and Aerospace Workers and Affiliates that, as of March 31, 2008, represented approximately 16% of our employees. This agreement covers all hourly employees at our manufacturing facility in Fayetteville, Tennessee and is scheduled to expire in December 2009. If we are unable to successfully negotiate acceptable terms with this union, our operating costs could increase as a result of higher wages or benefits paid to union members, or if we fail to reach an agreement with the union, our operations could be disrupted. Either event could have a material adverse effect on our business. In addition, there have been in the past, and may be in the future, attempts to unionize our non-union facilities. If employees at our non-union facilities unionize in the future, our operating costs could increase.

Our business operations could be significantly disrupted if we lose members of our management team.

Our success depends to a significant degree upon the continued contributions of our executive officers and key employees, both individually and as a group. For example, we have longstanding relationships with most of

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our independent distributors. In many cases, these relationships have been formed over a period of years through personal networks involving our key personnel. The loss of these personnel could potentially disrupt these longstanding relationships and adversely affect our business. We have employment-related agreements with 12 members of our senior management. Our future performance will be substantially dependent on our ability to retain and motivate our management. The loss of the services of any of our executive officers or key employees could prevent us from executing our business strategy. Charles Carroll retired as our President and Chief Executive Officer effective April 21, 2008, the date on which our new President and Chief Executive Officer, David Swift, commenced employment. Mr. Carroll remains as Chairman of our and our Parent s Board of Directors. No assurance can be given that our business operations and customer relationships will not be adversely affected by Mr. Carroll s retirement.

We may be adversely affected by any natural or man-made disruptions to our distribution and manufacturing facilities.

We are a manufacturing company that is heavily dependent on our manufacturing and distribution facilities in order to maintain our business and remain competitive. Any serious disruption to a significant portion of our distribution or manufacturing facilities resulting from fire, earthquake, weather-related events, an act of terrorism or any other cause could materially impair our ability to manufacture and distribute our products to customers. Moreover, we could incur significantly higher costs and longer lead times associated with manufacturing or distributing our products to our customers during the time that it takes for us to reopen or replace damaged facilities. Many of our facilities are located at or near Houston, Texas, which is in close proximity to the Gulf of Mexico. This region is particularly susceptible to natural disruptions, as evidenced by the hurricanes in 2004 and 2005. If any of these events were to occur, our financial condition, results of operations and cash flows could be materially adversely affected.

If we are unable to access funds generated by our subsidiaries we may not be able to meet our financial obligations.

Because we conduct our operations through our subsidiaries, we depend on those entities for dividends, distributions and other payments to generate the funds necessary to meet our financial obligations. Legal and contractual restrictions in certain agreements governing current and future indebtedness of our subsidiaries, as well as the financial condition and operating requirements of our subsidiaries, may limit our ability to obtain cash from our subsidiaries. All of our subsidiaries are separate and independent legal entities and have no obligation whatsoever to pay any dividends, distributions or other payments to us.

Our business operations could be negatively impacted if we fail to adequately protect our intellectual property rights or if third parties claim that we are in violation of their intellectual property rights.

Our products are marketed primarily under the Goodman®, Amana® and Quietflex® brand names and, as such, we are dependent on those brand names. Failure to protect these brand names and other intellectual property rights or prevent their unauthorized use by third parties could adversely affect our business. We seek to protect our intellectual property rights through a combination of patent, trademark, copyright and trade secret laws, as well as licensing and confidentiality agreements. These protections may not be adequate to prevent competitors from copying or reverse engineering our products, or from developing and marketing products that are substantially equivalent to or superior to our own. In addition, we face the risk of claims that we are infringing third parties intellectual property rights. Any such claim, even if it is without merit, could be expensive and time-consuming; could cause us to cease making, using or selling certain products that incorporate the disputed intellectual property; could require us to redesign our products, if feasible; could divert management time and attention; and could require us to enter into costly royalty or licensing arrangements.

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The interests of our controlling stockholder may differ from the interests of the holders of the notes.

As of May 31, 2008, Hellman & Friedman LLC (H&F) and its affiliates owned, in the aggregate, approximately 87.2% of Parent s common stock and Parent indirectly owns all of our common stock. In addition, H&F and its affiliates, by virtue of their ownership of our Parent s common stock and their voting rights under a stockholders agreement, control the vote, in connection with substantially all matters subject to Parent stockholder approval. See Certain Relationships and Related Party Transactions Stockholders Agreement. As a result of this ownership and the terms of a stockholders agreement, H&F is entitled to elect directors with majority voting power in our Parent s Board of Directors, to appoint new management and to approve actions requiring the approval of the holders of our Parent s outstanding voting shares as a single class, including adopting most amendments to our certificate of incorporation and approving mergers or sales of all or substantially all of our Parent s assets. H&F, through its control of Parent and us, also controls all of our subsidiary guarantors.

The interests of H&F and its affiliates may differ from yours in material respects. For example, if we encounter financial difficulties or are unable to pay our debts as they mature, the interests of H&F and its affiliates, as equity holders, might conflict with your interests as a note holder. H&F and its affiliates may also have an interest in pursuing acquisitions, divestitures, financings or other transactions that, in its judgment, could enhance its equity investments, even though such transactions might involve risks to you as a note holder, including the incurrence of additional indebtedness. Additionally, the indenture governing the notes permits us to pay certain advisory fees, dividends or make other restricted payments under certain circumstances, and H&F may have an interest in our doing so.

H&F and its affiliates are in the business of making investments in companies and may, from time to time in the future, acquire interests in businesses that directly or indirectly compete with certain portions of our business or are suppliers or customers of ours. You should consider that the interests of H&F and its affiliates may differ from yours in material respects.

The requirements of publicly filing periodic and other reports in compliance with the federal securities laws may strain our resources and distract management.

Under Section 404 of the Sarbanes-Oxley Act, we will be required to include a report of management on our internal control over financial reporting in our Annual Reports on Form 10-K, and our independent public accountants auditing our financial statements will be required to attest to and report on management s assessment of the effectiveness of our internal control over financial reporting. This requirement will first apply to our Annual Report on Form 10-K for our fiscal year ending December 31, 2009.

Previously, in connection with our 2006 year-end close, it was determined that some of our predecessor s commodity derivatives did not qualify for hedge accounting and, as a result, we restated the prior quarters of 2006 to reflect the changes in fair value of those derivatives in other (income) expense, net, and our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not then effective for this reason.

If we are unable to conclude that our disclosure controls and procedures and internal control over financial reporting are effective, or if our independent public accounting firm is unable to provide us with an unqualified report as to the effectiveness of our internal control over financial reporting in future years, the trading price of the notes may decline.

We may lose the right to use the Amana® brand name which may have an adverse effect on our business.

Under an agreement between the Amana Society and Amana Refrigeration, Inc., Amana Refrigeration, Inc. agreed that it would discontinue the use of the Amana® brand name in its corporate name or in connection with

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any other business enterprise if it were ever to abandon manufacturing operations in Amana, Iowa. Maytag Corporation purchased the Amana appliance business in July 2001 and now controls the manufacturing operations in Amana, Iowa. Subsequently, Maytag was acquired by Whirlpool Corporation in March 2006. We maintained the right to use the Amana name and trademark under a license agreement with Maytag. Prior to a cessation of such operation or following a decision by Maytag to not maintain trademark registrations for the Amana name, Maytag has agreed to consult with us and provide reasonable assistance to us so that we may register the Amana name as a trademark. However, we have no control over Maytag s decision to continue operations at that facility, and if such operations are discontinued, it is possible that a claim could be made that we thereby lost the right to use the Amana name in connection with our business, which loss could have a material adverse effect on our business.

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FORWARD-LOOKING STATEMENTS

This prospectus includes forward-looking statements. In particular, statements about our expectations, beliefs, plans, objectives, assumptions or future events or performance contained in this prospectus under the headings Summary, Risk Factors, Management s Discussion and Analysis of Financial Condition and Results of Operations and Business are forward-looking statements. Examples of forward-looking statements include, but are not limited to, statements such as we believe that we have sufficient liquidity to fund our business operations for at least the next twelve months. The words believe, expect, anticipate, intend, estimate and other expressions that are predictions of or indicate future events and tre and that do not relate to historical matters identify forward-looking statements. We have based these forward-looking statements on our current expectations about future events. While we believe these expectations are reasonable, these forward-looking statements are inherently subject to risks and uncertainties, many of which are beyond our control. Our actual results may differ materially from those suggested by these forward-looking statements for various reasons, including those discussed in this prospectus under the headings Risk Factors and Management s Discussion and Analysis of Financial Condition and Results of Operations. Some of the key factors that could cause actual results to differ from our expectations are:

- changes in weather patterns and seasonal fluctuations;
- changes in customer demand relating to the 13 Seasonal Energy Efficiency Rating, or SEER, federally mandated minimum efficiency standards;
- the maturation of our new company-operated distribution centers;
- increased competition and technological changes and advances;
- increases in the cost of raw materials and components;
- our relations with our independent distributors; and
- damage or injury caused by our products.

Although forward-looking statements reflect management s good faith beliefs, they involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performance or achievements to differ materially from anticipated future results, performance or achievements expressed or implied by such forward-looking statements. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events, changed circumstances or otherwise. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, the impact of general economic conditions in the regions in which we do business; general industry conditions, including competition and product, raw material and energy prices; the realization of expected tax benefits; changes in exchange rates and currency values; capital expenditure requirements; access to capital markets and the risks and uncertainties described in Risk Factors. Given these risks and uncertainties, you are cautioned not to place undue reliance on these forward-looking statements. The forward-looking statements included in this prospectus are made only as of the date hereof. We do not undertake and specifically decline any obligation to update any such statements or to publicly announce the results of any revisions to any of such statements to reflect future events or developments.

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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 Global, Inc. and did not have any operations prior to February 13, 2008 other than in connection with the Goodman acquisition.

Effect of the Merger on Goodman Global, Inc. Common Stock. 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 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.

Treatment of Goodman Global Inc. Stock Options and Restricted Stock. All options to acquire Goodman 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 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.

Management Investment. As described below and in 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.

Equity Financing. 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.

Debt Tenders and Consent Solicitations. On January 10, 2008, we commenced cash tender offers to purchase Goodman Global Holdings, Inc. s outstanding 7-7/8% 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

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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 and made payment to holders of the Existing Notes the tender offer consideration and consent payment, and called for redemption and deposited the redemption payment with the trustee in respect of untendered Existing Notes, and discharged the indentures governing the Existing Notes.

Reimbursement of Other Indebtedness. In addition, on February 13, 2008, we fully reimbursed the $76.1 million outstanding under our then-existing credit facility and $11.5 million outstanding under our then-existing revolving loan and swing note.

Debt Financing. 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 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 Goodman s new senior secured term credit agreement, Goodman s new asset-based revolving credit agreement, the issuance of the notes, the equity investments and participations described above, as well as Goodman s cash on hand at the closing of the Merger.

The initial offering of the notes, the initial borrowings under Goodman s senior secured term credit agreement and asset-based revolving credit agreement, the tender offers and consent solicitations with respect to the Existing Notes, the reimbursement of Goodman s then-existing credit facility, revolver and swing note, the equity investment and participations 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 Certain Relationships and Related Party Transactions, Description of Other Indebtedness and Description of Notes.

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USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the exchange notes pursuant to the exchange offer. In consideration for issuing the exchange notes as contemplated in this prospectus, we will receive in exchange a like principal amount of outstanding notes, the terms of which are identical in all material respects to the exchange notes. The outstanding notes surrendered in exchange for the exchange notes will be retired and canceled and cannot be reissued. Accordingly, the issuance of the exchange notes will not result in any change in our capitalization.

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CAPITALIZATION

The following table sets forth our capitalization as of March 31, 2008. The information in this table should be read in conjunction with The Transactions, Selected Historical Consolidated Financial Data, Management s Discussion and Analysis of Financial Condition and Results of Operations and the audited and unaudited consolidated financial statements and related notes thereto appearing elsewhere in this prospectus.

	As of March 31, 2008 (in millions)
Cash and cash equivalents	$ 15.9
Debt:	
Existing credit facility	
Existing notes	
Senior secured term credit agreement(1)	800.0
Asset-based revolving credit agreement(2)	108.6
13.50%/14.00% notes	500.0
Total debt	1,408.6
Shareholders equity	1,264.8
Total capitalization	$ 2,673.4

(1) In connection with the Transactions, we entered into a senior secured term credit agreement with a six year maturity under which we borrowed an aggregate of $800.0 million in term loans.

(2) In connection with the Transactions, we entered into an asset-based revolving credit agreement with a seven year maturity, which provided for revolving credit loans of up to $300.0 million, subject to borrowing base availability. In connection with the Transactions, we borrowed $105.0 million under this agreement. As of March 31, 2008, pursuant to our asset-based revolving credit agreement, we had $35.0 million of issued and outstanding letters of credit and additional undrawn commitments for revolving credit loans of up to $156.4 million.

UNAUDITED PRO FORMA CONDENSED FINANCIAL DATA

The following unaudited pro forma condensed financial data has been developed by applying pro forma adjustments to the historical audited and unaudited consolidated financial statements of Goodman Global, Inc., our predecessor, appearing elsewhere in this prospectus. The unaudited pro forma condensed consolidated statements of income for the year ended December 31, 2007 and the three months ended March 31, 2007 have been prepared to give effect to the Transactions as if they had occurred on January 1, 2007. The unaudited pro forma condensed consolidated statement of income for the three months ended March 31, 2008 has been prepared to give effect to the Transactions as if they had occurred on January 1, 2008.

The unaudited pro forma adjustments are based upon available information and certain assumptions that we believe are reasonable under the circumstances. The unaudited pro forma condensed consolidated financial data is presented for informational purposes only. The unaudited pro forma condensed consolidated financial data does not purport to represent what our results of operations or financial condition would have been had the Transactions actually occurred on the dates indicated and they do not purport to project our results of operations or financial condition for any future period or as of any future date. The unaudited pro forma condensed consolidated financial statements should be read in conjunction with the information contained in The Transactions, Selected Historical Consolidated Financial Data, Management s Discussions and Analysis of Financial Condition and Results of Operations and our audited consolidated financial statements and related notes thereto appearing elsewhere in this prospectus. All pro forma adjustments and their underlying assumptions are described more fully in the notes to our unaudited pro forma condensed consolidated financial statements.

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 Consolidated 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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UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENTS OF INCOME

For the Year Ended December 31, 2007

	Historical	Adjustments for the Transactions		Pro Forma
		(in thousands)		
Sales	$ 1,935,690	$		$ 1,935,690
Costs of goods sold	1,462,776	47,991	(a)	1,510,767
Selling, general and administrative expenses	210,613			210,613
Depreciation expense	26,254	7,308	(b)	33,562
Amortization expense	8,865	11,051	(c)	19,916
Operating profit	227,182	(66,350)		160,832
Interest expense	68,378	101,636	(d)	170,014
Other (income) expense	(2,752)			(2,752)
Earnings (loss) before income taxes	161,556	(167,986)		(6,430)
Provision (benefit) for income taxes	60,177	(64,675)	(e)	(4,498)
Net income (loss)	$ 101,379	$ (103,311)		$ (1,932)

See Notes to Unaudited Pro Forma Condensed Consolidated Financial Data.

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UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF INCOME

For the Three Months Ended March 31, 2007

	Historical	Adjustments for the Transactions		Pro Forma
		(in thousands)		
Sales	$ 380,274	$		$ 380,274
Cost of goods sold	303,262	47,991	(a)	351,253
Selling, general and administrative expenses	45,926			45,926
Depreciation Expense	6,095	1,827	(b)	7,922
Amortization Expense	2,216	2,763	(c)	4,979
Operating profit (loss)	22,775	(52,581)		(29,806)
Interest expense	16,907	25,704	(d)	42,611
Other (income) expense	(1,127)			(1,127)
Earnings (loss) before income taxes	6,995	(78,285)		(71,290)
Provision (benefit) for income taxes	2,364	(30,140)	(e)	(27,776)
Net income (loss)	$ 4,631	$ (48,145)		$ (43,514)

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UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF INCOME

For the Three Months Ended March 31, 2008

	As reported(1)	Adjustments for the Transactions (in thousands)		Pro Forma
Sales	$ 364,867	$		$ 364,867
Cost of goods sold	305,415	23,996	(a)	329,411
Selling, general and administrative expenses	92,908	(42,939)	(f)	49,969
Depreciation Expense	6,995	1,413	(b)	8,408
Amortization Expense	3,731	1,248	(c)	4,979
Operating profit (loss)	(44,182)	16,282		(27,900)
Interest expense	76,679	(35,673)	(d)	41,006
Other (income) expense	(487)			(487)
Earnings (loss) before income taxes	(120,374)	51,955		(68,419)
Provision (benefit) for income taxes	(37,142)	20,003	(e)	(17,139)
Net income (loss)	$ (83,232)	$		