SEACOAST BANKING CORP OF FLORIDA
Form 424B3
January 22, 2016

Filed Pursuant to Rule 424(b)(3)
Registration No. 333-208546

PROXY STATEMENT/PROSPECTUS

MERGER PROPOSED YOUR VOTE IS VERY IMPORTANT

To the Shareholders of Floridian Financial Group, Inc.:

On November 2, 2015, Seacoast Banking Corporation of Florida, or Seacoast, Seacoast National Bank, or SNB, Floridian Financial Group, Inc., or Floridian, and Floridian Bank entered into an Agreement and Plan of Merger (which we refer to as the merger agreement) that provides for the acquisition of Floridian by Seacoast. Under the merger agreement, Floridian will merge with and into Seacoast, with Seacoast as the surviving corporation (which we refer to as the merger). Immediately following the merger, Floridian Bank will merge with and into SNB, with SNB as the surviving bank (which we refer to as the bank merger).

In the merger, each share of Floridian common stock (except for specified shares of Floridian common stock held by Floridian or Seacoast and any dissenting shares) will be converted into the right to receive, at the shareholder s election, either: (a) a combination of $4.29 in cash and 0.5291 shares of Seacoast common stock (which we refer to as the mixed election consideration); (b) $12.25 in cash (which we refer to as the cash election consideration); or (c) 0.8140 shares of Seacoast common stock (which we refer to as the stock election consideration). Both the cash election consideration and the stock election consideration are subject to proration and adjustment procedures to ensure that the total amount of cash paid, and the total number of shares of Seacoast common stock issued, in the merger to Floridian shareholders, as a whole, will equal as nearly as practicable the total amount of cash and number of shares that would have been paid and issued if all of the Floridian shareholders received the mixed election consideration. Floridian shareholders who fail to make a timely election or who make no election will receive the mixed election consideration.

The precise consideration that Floridian shareholders will receive if they elect the cash election consideration or the stock election consideration will not be known at the time that Floridian shareholders vote on the approval of the merger agreement or make an election. For a description of the consideration that Floridian shareholders will receive if they elect the cash election consideration or the stock election consideration, and the potential adjustments to this consideration, see *The Merger Agreement Merger Consideration* beginning on page 59 of this proxy statement/prospectus and *The Merger Agreement Election and Proration Procedures* beginning on page 60 of this proxy statement/prospectus. Based on the closing price of Seacoast s common stock on the NASDAQ Global Select Market on January 19, 2016, the last practicable date before the date of this document, the value of the mixed election consideration was approximately $11.76. **We urge you to obtain current market quotations for Seacoast (trading symbol SBCF) because the value of the per share stock consideration will fluctuate.**

Floridian may terminate the merger agreement if (i) the average closing price of Seacoast s common stock for a specified period is less than $12.79, (ii) Seacoast s common stock underperforms the NASDAQ Bank Index by more

than 20% and (iii) Seacoast does not elect to increase the stock election consideration by a formula-based amount outlined in the merger agreement, as is discussed in further detail on page 73 of this proxy statement/prospectus.

Based on the current number of shares of Floridian common stock outstanding and reserved for issuance under Floridian warrants and employee benefit plans, Seacoast expects to issue approximately 3.28 million shares of common stock and pay approximately $26.6 million in cash to Floridian shareholders in the aggregate upon completion of the merger. Based on these numbers, upon completion of the merger, current Floridian shareholders would own approximately 8.8% of the common stock of Seacoast immediately following the merger. However, any increase or decrease in the number of shares of Floridian common stock outstanding that occurs for any reason prior to the completion of the merger would cause the actual number of shares issued upon completion of the merger to change.

Floridian will hold a special meeting of its shareholders in connection with the merger. Holders of Floridian common stock will be asked to vote to approve the merger agreement and related matters as described in this proxy statement/prospectus. Floridian shareholders will also be asked to approve the proposal to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies in favor of the merger agreement and related matters, as described in this proxy statement/prospectus.

The special meeting of Floridian shareholders will be held on February 23, 2016 at Orlando Marriot Lake Mary, 1501 International Parkway, Lake Mary, Florida 32746, at 9:00 a.m. local time.

TABLE OF CONTENTS

Floridian s board of directors has determined that the merger agreement and the transactions contemplated thereby, including the merger, are in the best interests of Floridian and its shareholders, has unanimously approved the merger agreement and recommends that Floridian shareholders vote FOR the proposal to approve the merger agreement and FOR the proposal to adjourn the Floridian special meeting, if necessary or appropriate, to solicit additional proxies in favor of the proposal to approve the merger agreement.

This document, which serves as a proxy statement for the special meeting of Floridian shareholders and as a prospectus for the shares of Seacoast common stock to be issued in the merger to Floridian shareholders, describes the special meeting of Floridian, the merger, the documents related to the merger and other related matters. **Please carefully read this entire proxy statement/prospectus, including *Risk Factors* beginning on page 14 of this proxy statement/prospectus, for a discussion of the risks relating to the proposed merger.** You also can obtain information about Seacoast from documents that Seacoast has filed with the Securities and Exchange Commission.

If you have any questions concerning the merger, Floridian shareholders should contact Linda Cook, Corporate Secretary of Floridian, at (407) 321-9055. We look forward to seeing you at the meeting.

Thomas H. Dargan, Jr.
President and Chief Executive Officer
Floridian Financial Group, Inc.

Neither the Securities and Exchange Commission, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, nor any state securities commission or any other bank regulatory agency has approved or disapproved the merger, the issuance of the Seacoast common stock to be issued in the merger or the other transactions described in this document or passed upon the adequacy or accuracy of this proxy statement/prospectus. Any representation to the contrary is a criminal offense.

The securities to be issued in the merger are not savings or deposit accounts or other obligations of any bank or non-bank subsidiary of either Seacoast or Floridian, and they are not insured by the Federal Deposit Insurance Corporation or any other governmental agency.

The date of this proxy statement/prospectus is January 20, 2016, and it is first being mailed or otherwise delivered to the shareholders of Floridian on or about January 22, 2016.

TABLE OF CONTENTS

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS TO BE HELD ON FEBRUARY 23, 2016

To the Shareholders of Floridian Financial Group, Inc.:

Floridian Financial Group, Inc. (Floridian) will hold a special meeting of shareholders on February 23, 2016, at Orlando Marriot Lake Mary, 1501 International Parkway, Lake Mary, Florida 32746, at 9:00 a.m. local time, for the following purposes:

for holders of Floridian common stock to consider and vote upon a proposal to approve the Agreement and Plan of Merger, dated as of November 2, 2015, by and among Seacoast Banking Corporation of Florida, Seacoast National Bank, Floridian and Floridian Bank, pursuant to which Floridian will merge with and into Seacoast Banking Corporation of Florida, as more fully described in the attached proxy statement/prospectus; and
for holders of Floridian common stock to consider and vote upon a proposal to adjourn the Floridian special meeting, if necessary or appropriate, to solicit additional proxies in favor of the proposal to approve the merger agreement.

We have fixed the close of business on January 11, 2016 as the record date for the Floridian special meeting. Only holders of record of Floridian common stock at that time are entitled to notice of, and to vote at, the Floridian special meeting, or any adjournment or postponement of the Floridian special meeting. In order for the merger agreement to be approved, at least a majority of the outstanding shares of Floridian common stock must be voted in favor of the proposal to approve the merger agreement. The special meeting may be adjourned from time to time upon approval of holders of Floridian common stock without notice other than by announcement at the meeting of the adjournment thereof, and any and all business for which notices are hereby given may be transacted at such adjourned meeting.

Floridian shareholders have appraisal rights under Florida state law entitling them to obtain payment in cash for the fair value of their shares, provided they comply with each of the requirements under Florida law, including not voting in favor of the merger agreement and providing notice to Floridian. For more information regarding appraisal rights, please see *The Merger Appraisal Rights for Floridian Shareholders* beginning on page 53 of this proxy statement/prospectus.

Your vote is very important. We cannot complete the merger unless Floridian s shareholders approve the merger agreement.

Regardless of whether you plan to attend the Floridian special meeting, please vote as soon as possible. If you hold stock in your name as a shareholder of record, please complete, sign, date and return the accompanying proxy card in the enclosed postage-paid return envelope, or vote by telephone or through the Internet, as described on the proxy card. If you hold your stock in street name through a bank or broker, please follow the instructions on the voting instruction card furnished by the record holder.

The enclosed proxy statement/prospectus provides a detailed description of the special meeting, the merger, the documents related to the merger, including the merger agreement, and other related matters. We urge you to read the proxy statement/prospectus, including any documents incorporated in the proxy statement/prospectus by reference, and its appendices carefully and in their entirety. If you have any questions concerning the merger or the proxy statement/prospectus, would like additional copies of the proxy statement/prospectus or need help voting your shares of Floridian common stock, please contact Linda Cook, Corporate Secretary of Floridian, at (407) 321-9055.

TABLE OF CONTENTS

Floridian s board of directors has unanimously approved the merger and the merger agreement and recommends that Floridian shareholders vote FOR the proposal to approve the merger agreement and FOR the proposal to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies in favor of the proposal to approve the merger agreement.

By Order of the Board of Directors,

Linda Cook
Corporate Secretary

Lake Mary, Florida
January 20, 2016

TABLE OF CONTENTS

WHERE YOU CAN FIND MORE INFORMATION

Seacoast Banking Corporation of Florida

Seacoast files annual, quarterly, current and special reports, proxy statements and other business and financial information with the Securities and Exchange Commission (the SEC). You may read and copy any materials that Seacoast files with the SEC at its Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549, at prescribed rates. Please call the SEC at (800) SEC-0330 ((800) 732-0330) for further information on the public reference room. In addition, Seacoast files reports and other business and financial information with the SEC electronically, and the SEC maintains a website located at *http://www.sec.gov* containing this information. You will also be able to obtain these documents, free of charge, from Seacoast by accessing Seacoast s website at *www.seacoastbanking.com*. Copies can also be obtained, free of charge, by directing a written request to:

Seacoast Banking Corporation of Florida
815 Colorado Avenue
P.O. Box 9012
Stuart, Florida 34994
Attn: Investor Relations
Telephone: (772) 288-6085

Seacoast has filed a Registration Statement on Form S-4 to register with the SEC up to 3,486,632 shares of Seacoast common stock to be issued pursuant to the merger. This proxy statement/prospectus is a part of that Registration Statement on Form S-4. As permitted by SEC rules, this proxy statement/prospectus does not contain all of the information included in the Registration Statement on Form S-4 or in the exhibits or schedules to the Registration Statement on Form S-4. You may read and copy the Registration Statement on Form S-4, including any amendments, schedules and exhibits, at the SEC s public reference room at the address set forth above. The Registration Statement on Form S-4, including any amendments, schedules and exhibits, is also available, free of charge, by accessing the websites of the SEC and Seacoast or upon written request to Seacoast at the address set forth above.

Statements contained in this proxy statement/prospectus as to the contents of any contract or other documents referred to in this proxy statement/prospectus are not necessarily complete. In each case, you should refer to the copy of the applicable contract or other document filed as an exhibit to the Registration Statement on Form S-4. This proxy statement/prospectus incorporates important business and financial information about Seacoast that is not included in or delivered with this document, including incorporating by reference documents that Seacoast has previously filed with the SEC. These documents contain important information about Seacoast and its financial condition. See *Documents Incorporated by Reference* beginning on page 91 of this proxy statement/prospectus. These documents are available free of charge upon written request to Seacoast at the address listed above.

To obtain timely delivery of these documents, you must request them no later than February 9, 2016 in order to receive them before the Floridian special meeting of shareholders.

Except where the context otherwise specifically indicates, Seacoast supplied all information contained in, or incorporated by reference into, this proxy statement/prospectus relating to Seacoast, and Floridian supplied all information contained in this proxy statement/prospectus relating to Floridian.

TABLE OF CONTENTS

Floridian Financial Group, Inc.

Floridian does not have a class of securities registered under Section 12 of the Securities Exchange Act of 1934 (the Exchange Act), is not subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act, and accordingly does not file documents and reports with the SEC.

If you have any questions concerning the merger or this proxy statement/prospectus, would like additional copies of this proxy statement/prospectus or need help voting your shares of Floridian common stock, please contact Floridian at:

Floridian Financial Group, Inc.
175 Timacuan Blvd.
Lake Mary, Florida 32746
Attention: Linda Cook (Corporate Secretary)
Telephone: (407) 321-9055

You should rely only on the information contained in, or incorporated by reference into, this proxy statement/prospectus. No one has been authorized to give any information or make any representation about the merger or Seacoast or Floridian that differs from, or adds to, the information in this proxy statement/prospectus or in documents that are incorporated by reference herein and publicly filed with the SEC. Therefore, if anyone does give you different or additional information, you should not rely on it. You should not assume that the information contained in this proxy statement/prospectus is accurate as of any date other than the date of this proxy statement/prospectus, and you should not assume that any information incorporated by reference into this document is accurate as of any date other than the date of such other document, and neither the mailing of this proxy statement/prospectus to Floridian shareholders nor the issuance of Seacoast common stock in the merger shall create any implication to the contrary.

This proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to purchase, the securities offered by this proxy statement/prospectus, or the solicitation of a proxy, in any jurisdiction to or from any person to whom or from whom it is unlawful to make such offer, solicitation of an offer or proxy solicitation in such jurisdiction.

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS

APPENDICES:

TABLE OF CONTENTS

QUESTIONS AND ANSWERS ABOUT THE MERGER AND THE SPECIAL MEETING

The following are answers to certain questions that you may have regarding the special meeting and merger. The parties urge you to read carefully the remainder of this document because the information in this section may not provide all the information that might be important to you in determining how to vote. Additional important information is also contained in the appendices to, and the documents incorporated by reference in, this document. In this proxy statement/prospectus we refer to Seacoast Banking Corporation of Florida as Seacoast, Seacoast National Bank as SNB, Floridian Financial Group, Inc. as Floridian and Floridian Bank as Floridian Bank.

Q: Why am I receiving this proxy statement/prospectus?

A: Seacoast, SNB, Floridian and Floridian Bank have entered into an Agreement and Plan of Merger, dated as of November 2, 2015 (which we refer to as the merger agreement) pursuant to which Floridian will be merged with and into Seacoast, with Seacoast continuing as the surviving company (which we refer to as the merger). Immediately following the merger, Floridian Bank, a wholly owned bank subsidiary of Floridian, will merge with and into Seacoast s wholly owned bank subsidiary, SNB, with SNB continuing as the surviving bank and continuing under the name Seacoast National Bank (the bank merger). A copy of the merger agreement is included in this proxy statement/prospectus as Appendix A.

The merger cannot be completed unless, among other things, the holders of a majority of the outstanding shares of Floridian common stock vote in favor of the proposal to approve the merger agreement.

In addition, Floridian is soliciting proxies from holders of Floridian common stock with respect to a proposal to adjourn the Floridian special meeting, if necessary or appropriate, to solicit additional proxies in favor of the proposal to approve the merger agreement if there are insufficient votes at the time of such adjournment to approve such proposal.

Floridian will hold a special meeting to obtain these approvals. This proxy statement/prospectus contains important information about the merger and the other proposals being voted on at the special meeting, and you should read it carefully. It is a proxy statement because Floridian s board of directors is soliciting proxies from its shareholders. It is a prospectus because Seacoast will issue shares of Seacoast common stock to holders of Floridian common stock in connection with the merger. The enclosed materials allow you to have your shares voted by proxy without attending the Floridian special meeting. Your vote is important. We encourage you to submit your proxy as soon as possible.

Q: Why do Seacoast and Floridian want to merge?

A: We believe the combination of Seacoast and Floridian will create one of the leading community banking franchises in the state of Florida. The Floridian board of directors has determined that the merger is fair to, and in the best interest of, its shareholders, and Floridian recommends that its shareholders vote in favor of the merger agreement. You should review the reasons for the merger described in greater detail under *The Merger Floridian s Reasons for the Merger and Recommendation of the Floridian Board of Directors* beginning on page 30 of this proxy statement/prospectus.

Q: What will I receive in the merger?

A: If the merger is completed, each issued and outstanding share of Floridian common stock, other than (i) any shares of Floridian common stock held in the treasury of Floridian or owned by Seacoast, SNB, Floridian Bank or by any of their respective subsidiaries (other than any such shares owned in a fiduciary capacity or as a result of debts previously contracted), which will each be cancelled and shall cease to exist, and no consideration shall be

delivered in exchange therefor (the shares in (i) are referred to as excluded shares) and (ii) shares of Floridian common stock held by Floridian shareholders who have perfected and not effectively withdrawn a demand for, or lost the right to, appraisal under Florida law, which shall be entitled to the appraisal rights provided under Florida law as described under *The Merger Appraisal Rights for Floridian Shareholders* beginning on page 53 of this proxy statement/prospectus (the shares in (ii) are referred to as dissenting shares), will be converted into the right to receive, at the election of the holder thereof (subject to the proration procedures described below): (a) a combination of $4.29 in cash and 0.5291 shares of Seacoast common stock (which we refer

TABLE OF CONTENTS

to as the mixed election consideration); (b) $12.25 in cash (which we refer to as the cash election consideration); or (c) 0.8140 shares of Seacoast common stock (which we refer to as the stock election consideration). Seacoast will not issue any fractional shares of Seacoast common stock in the merger. Rather, Floridian shareholders who would otherwise be entitled to a fractional share of Seacoast common stock upon the completion of the merger will instead receive an amount in cash equal to such fractional part of a share of Seacoast common stock *multiplied by* the average closing price per share of Seacoast common stock on the NASDAQ Global Select Market for the ten trading day period ending on the second trading day immediately preceding the date of the closing of the merger.

Q: Will Floridian shareholders receive the form of consideration they elect?

A: Each Floridian shareholder that elects to receive the mixed election consideration will receive the form of consideration that such shareholder elects in the merger. Each Floridian shareholder that elects to receive consideration other than the mixed election consideration may not receive the exact form of consideration that such shareholder elects in the merger. It is currently estimated that, if the merger is completed, Seacoast will issue approximately 3.28 million shares of Seacoast common stock and that the amount of cash to be paid to Floridian shareholders will be approximately $26.6 million. Under the proration and adjustment procedures provided for in the merger agreement, the total amount of cash paid, and the total number of shares of Seacoast common stock issued, in the merger to the holders of shares of Floridian common stock (other than excluded shares), as a whole, will equal as nearly as practicable the total amount of cash and number of shares that would have been paid and issued if all of such shares of Floridian common stock were converted into the mixed election consideration. Holders of shares of Floridian common stock (other than excluded shares and dissenting shares) who make no election or an untimely election will receive the mixed election consideration with respect to such shares of Floridian common stock. The mix of consideration payable to Floridian shareholders who make the cash election or the stock election will not be known until the results of the elections made by Floridian shareholders are tallied, which will not occur until near or after the closing of the merger. The greater the oversubscription of the stock election consideration, the less stock and more cash a Floridian shareholder making the stock election will receive. Reciprocally, the greater the oversubscription of the cash election consideration, the less cash and more stock a Floridian shareholder making the cash election will receive. However, in no event will a Floridian shareholder who makes the cash election or the stock election receive less cash and more shares of Seacoast common stock, or fewer shares of Seacoast common stock and more cash, respectively, than a shareholder who elects the mixed election consideration. See *The Merger Agreement Election and Proration Procedures Proration Procedures* beginning on page 61 of this proxy statement/prospectus.

Q: How do Floridian shareholders make their election to receive cash, shares of Seacoast common stock or a combination of both?

A: An election form will be mailed on a date to be mutually agreed by Floridian and Seacoast that is thirty to forty-five days prior to the anticipated closing date of the merger or on such other date as Seacoast and Floridian mutually agree (the election form mailing date) to each holder of record of shares of Floridian common stock as of the close of business on the fifth business day prior to such mailing (the election form record date). Seacoast will also make one or more election forms available, if requested, to each person that subsequently becomes a holder or beneficial owner of shares of Floridian common stock. Each Floridian shareholder should complete and return the election form according to the instructions included with the form. The election form will be provided to Floridian shareholders under separate cover and is not being provided with this document. The election deadline will be 5:00 p.m., Eastern time, on the twenty-fifth day following the election form mailing date (or such other time and date as Seacoast and Floridian shall agree) (the election deadline). See *The Merger Agreement Election and Proration Procedures Election Materials and Procedures* beginning on page 60 of this proxy statement/prospectus.

If you own shares of Floridian common stock in street name through a bank, broker or other nominee and you wish to make an election, you should seek instructions from the bank, broker or other nominee holding your shares concerning how to make an election.

TABLE OF CONTENTS

Q: What happens if a Floridian shareholder does not make a valid election to receive cash or Seacoast common shares?

A: If a Floridian shareholder does not return a properly completed election form by the election deadline, such shareholder will be deemed to have made the mixed election described above, and his or her shares of Floridian common stock (other than excluded shares and proposed dissenting shares) will be converted into the right to receive the mixed election consideration with respect to such shares of Floridian common stock. See *The Merger Agreement Merger Consideration* beginning on page 59 of this joint proxy statement/prospectus.

Q: Will the value of the stock election consideration and the mixed election consideration change between the date of this proxy statement/prospectus and the time the merger is completed?

A: Yes, the value of the stock election consideration and the mixed election consideration will fluctuate between the date of this proxy statement/prospectus and the completion of the merger based upon the market value of Seacoast common stock. In the merger, holders of Floridian common stock who receive all or a portion of their merger consideration in the form of Seacoast common stock will receive a fraction of a share of Seacoast common stock for each share of Floridian common stock they hold. Any fluctuation in the market price of Seacoast common stock after the date of this proxy statement/prospectus will change the value of the shares of Seacoast common stock that Floridian shareholders will receive.

Q: How does Floridian s board of directors recommend that I vote at the special meeting?

A: Floridian s board of directors unanimously recommends that you vote FOR the proposal to approve the merger agreement and FOR the adjournment proposal.

Q: When and where is the special meeting?

A: The Floridian special meeting will be held on February 23, 2016, at Orlando Marriot Lake Mary, 1501 International Parkway, Lake Mary, Florida 32746, at 9:00 a.m. local time.

Q: Who can vote at the special meeting of shareholders?

A: Holders of record of Floridian common stock at the close of business on January 11, 2016, which is the date that the Floridian board of directors has fixed as the record date for the special meeting, are entitled to vote at the special meeting.

Q: What do I need to do now?

A: After you have carefully read this proxy statement/prospectus and have decided how you wish to vote your shares, please vote your shares promptly so that your shares are represented and voted at the special meeting. If you hold your shares in your name as a shareholder of record, you must complete, sign, date and mail your proxy card in the enclosed postage-paid return envelope as soon as possible. You should return your proxy card even if you plan to attend the special meeting in person. You may also authorize a proxy to vote your shares by telephone or through the Internet as instructed on the enclosed proxy card. If you hold your shares in street name through a bank, broker or other nominee, you must direct your bank, broker or other nominee how to vote in accordance with the instructions you have received from your bank, broker or other nominee. Street name shareholders who wish to vote in person at the special meeting will need to obtain a proxy form from the institution that holds their shares. Submitting your proxy card, authorizing a proxy by telephone or through the Internet, or directing your bank or broker to vote your shares will ensure that your shares are represented and voted at the special meeting.

Q: What constitutes a quorum for the special meeting?

A: The presence at the special meeting, in person or by proxy, of holders of a majority of the outstanding shares of Floridian common stock will constitute a quorum for the transaction of business. Abstentions and broker non-votes, if any, will be included in determining the number of shares present at the meeting for the purpose of determining the presence of a quorum.

TABLE OF CONTENTS

Q: What is the vote required to approve each proposal?

A: Approval of the merger agreement requires the affirmative vote of the holders of a majority of the outstanding shares of Floridian common stock entitled to vote on the merger agreement as of the close of business on January 11, 2016, the record date for the special meeting. If you (1) fail to submit a proxy or vote in person at the special meeting, (2) mark ABSTAIN on your proxy or (3) fail to instruct your bank, broker or other nominee how to vote with respect to the proposal to approve the merger agreement, it will have the same effect as a vote AGAINST the proposal and no effect on the adjournment proposal. The adjournment proposal will be approved if the votes of Floridian common stock cast in favor of the adjournment proposal exceed the votes cast against the adjournment proposal.

Q: Why is my vote important?

A: If you do not submit a proxy or vote in person, it may be more difficult for Floridian to obtain the necessary quorum to hold its special meeting. In addition, your failure to submit a proxy or vote in person, or failure to instruct your bank, broker or other nominee how to vote, or abstention will have the same effect as a vote against approval of the merger agreement. The merger agreement must be approved by the affirmative vote of the holders of a majority of the outstanding shares of Floridian common stock entitled to vote on the merger agreement. Floridian s board of directors unanimously recommends that you vote FOR the proposal to approve the merger agreement.

Q: How many votes do I have?

You are entitled to one vote for each share of Floridian common stock that you owned as of the close of business on the record date. As of the close of business on the record date, 6,207,269 shares of Floridian common stock were outstanding and entitled to vote at the Floridian special meeting.

Q: If my shares are held in street name by my bank, broker or other nominee, will my bank, broker or other nominee automatically vote my shares for me?

A: No. Your bank, broker or other nominee cannot vote your shares without instructions from you. You should instruct your bank, broker or other nominee how to vote your shares in accordance with the instructions provided to you. Please check the voting form used by your bank, broker or other nominee.

Q: What if I abstain from voting or fail to instruct my bank, broker or other nominee?

A: If you (1) fail to submit a proxy or vote in person at the special meeting, (2) mark ABSTAIN on your proxy or (3) fail to instruct your bank, broker or other nominee how to vote with respect to the proposal to approve the merger agreement, it will have the same effect as a vote AGAINST the proposal. If you fail to submit a proxy or vote in person at the special meeting or fail to instruct your bank, broker or other nominee how to vote or mark ABSTAIN on your proxy with respect to the adjournment proposal, it will have no effect on such proposal.

Q: Can I attend the special meeting and vote my shares in person?

A: Yes. All Floridian shareholders, including shareholders of record and shareholders who hold their shares through banks, brokers, nominees or any other holder of record, are invited to attend the special meeting. Holders of record of Floridian common stock can vote in person at the special meeting even if they have already sent in their proxy card. If you are not a shareholder of record, you must obtain a proxy, executed in your favor, from the record holder of your shares, such as a broker, bank or other nominee, to be able to vote in person at the special meeting. If you plan to attend the special meeting, you must hold your shares in your own name or have a letter from the record holder of your shares confirming your ownership. In addition, you must bring a form of personal photo identification with you in order to be admitted. Floridian reserves the right to refuse admittance to anyone without proper proof of share ownership or without proper photo identification. The use of cameras, sound recording equipment, communications devices or any similar equipment during the special meeting is prohibited without Floridian s express written consent.

x

TABLE OF CONTENTS

Q: Can I change my vote?

A: Yes. If you are a holder of record of Floridian common stock, you may revoke any proxy at any time before it is voted by (1) signing and returning a proxy card with a later date, (2) delivering a written revocation letter to Floridian s corporate secretary, (3) following the instructions on your proxy card and revoking via telephone or the Internet or (4) attending the special meeting in person, notifying the corporate secretary and voting by ballot at the special meeting. Attendance at the special meeting will not automatically revoke your proxy. A revocation or later-dated proxy received by Floridian after the vote will not affect the vote. Floridian s corporate secretary s mailing address is: 175 Timacuan Blvd., Lake Mary, Florida 32746. If you hold your shares in street name through a bank or broker, you should contact your bank or broker to revoke your proxy.

Q: What are the material U.S. federal income tax consequences of the merger to holders of Floridian common stock?

A: The merger is intended to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, which we refer to as the Code , and it is a condition to the respective obligations of Floridian and Seacoast to complete the merger that each of Floridian and Seacoast receives a legal opinion to that effect. If, as expected, the merger qualifies as a reorganization , the specific tax consequences to a U.S. holder (as defined in *The Merger Material U.S. Federal Income Tax Consequences of the Merger* beginning on page 50 of this proxy statement/prospectus) exchanging Floridian common stock in the merger will generally depend upon the form of consideration such U.S. holder receives in the merger.

A U.S. holder exchanging all of its shares of Floridian common stock for solely Seacoast common stock (and cash instead of fractional shares of Seacoast common stock) pursuant to the merger agreement will generally not recognize gain or loss, except with respect to cash received instead of fractional shares of Seacoast common stock.

A U.S. holder exchanging all of its shares of Floridian common stock for solely cash pursuant to the merger agreement will generally recognize gain or loss equal to the difference between the amount of cash it receives and its cost basis in its Floridian common stock.

A U.S. holder exchanging all of its shares of Floridian common stock for a combination of Seacoast common stock and cash pursuant to the merger agreement will generally recognize gain (but not loss) in an amount equal to the lesser of (i) the amount of cash treated as received in exchange for Floridian common stock in the merger and (ii) the excess of the amount realized in the transaction (*i.e.*, the fair market value of the Seacoast common stock at the effective time of the merger plus the amount of cash treated as received in exchange for Floridian common stock in the merger) over its tax basis in its surrendered Floridian common stock.

For further information, see *The Merger Material U.S. Federal Income Tax Consequences of the Merger* beginning on page 50 of this proxy statement/prospectus.

The U.S. federal income tax consequences described above may not apply to all holders of Floridian common stock. Your tax consequences will depend on your individual situation. Accordingly, we strongly urge you to consult your own tax advisor to determine the particular tax consequences of the merger to you.

Q: Are Floridian shareholders entitled to appraisal rights?

A: Yes. If a Floridian shareholder wants to exercise appraisal rights and receive the fair value of shares of Floridian common stock in cash instead of the aggregate merger consideration, then you must file a written objection with Floridian prior to the special meeting stating, among other things, that you will exercise your right to dissent if the merger is completed. Also, you may not vote in favor of the merger agreement and must follow other procedures, both before and after the special meeting, as described in Appendix D to this proxy statement/prospectus. Note that if you return a signed proxy card without voting instructions or with instructions to vote FOR the merger agreement, then your shares will automatically be voted in favor of the merger agreement and you will lose all appraisal rights available under Florida law. A summary of these provisions can be found under *The Merger Appraisal Rights*

TABLE OF CONTENTS

for Floridian Shareholders beginning on page 53 of this proxy statement/prospectus and detailed information about the special meeting can be found under *Information About the Floridian Special Meeting* beginning on page 21 of this proxy statement/prospectus. Due to the complexity of the procedures for exercising the right to seek appraisal, Floridian shareholders who are considering exercising such rights are encouraged to seek the advice of legal counsel. Failure to strictly comply with the applicable Florida law provisions will result in the loss of the right of appraisal.

Q: What happens if the merger is not completed?

A: If the merger is not completed, Floridian shareholders will not receive any consideration for their shares of Floridian common stock. Instead, Floridian will remain an independent company. Under specified circumstances, Floridian may be required to pay to Seacoast, and Seacoast may be entitled to receive from Floridian, (i) expense reimbursement up to a cap of $500,000 and (ii) a $3,000,000 termination fee (crediting any expense reimbursement paid), with respect to the termination of the merger agreement, as described under *The Merger Agreement Expenses*, *The Merger Agreement Termination* and *The Merger Agreement Termination Fee* beginning on pages 74, 72 and 73, respectively, of this proxy statement/prospectus.

Q: If I am a Floridian shareholder, should I send in my stock certificates now?

A: No. Please do not send in your Floridian stock certificates with your proxy. Seacoast s transfer agent, Continental Stock Transfer and Trust Company, will send you instructions for exchanging Floridian stock certificates for the applicable merger consideration. See *The Merger Agreement Procedures for Converting Shares of Floridian Common Stock into Merger Consideration* beginning on page 63 of this proxy statement/prospectus.

Q: Whom may I contact if I cannot locate my Floridian stock certificate(s)?

A: If you are unable to locate your original Floridian stock certificate(s), you should contact ComputerShare, Inc., Attn: Lost Certificate Department at P.O. Box 30170, College Station, Texas 77842, or at (800) 368-5948. Following the merger, any inquiries should be directed to Seacoast s transfer agent, Continental Stock Transfer and Trust Company at 17 Battery Place, 8th Floor, New York, New York 10004, or at (800) 509-5586.

Q: When do you expect to complete the merger?

A: Seacoast and Floridian expect to complete the merger in the first quarter of 2016. However, neither Seacoast nor Floridian can assure you when or if the merger will occur. Floridian must first obtain the approval of Floridian shareholders for the merger and Seacoast must receive the necessary regulatory approvals. See *The Merger Agreement Conditions to the Completion of the Merger* beginning on page 71 of this proxy statement/prospectus.

Q: Whom should I call with questions?

A: If you have any questions concerning the merger or this proxy statement/prospectus, would like additional copies of this proxy statement/prospectus or need help voting your shares of Floridian common stock, please contact: Linda Cook, Corporate Secretary of Floridian, at (407) 321-9055.

Important Notice Regarding the Availability of Proxy Materials for the Special Shareholder Meeting to be Held on February 23, 2016.

The Notice of Special Meeting and this Proxy Statement/Prospectus are available at:
www.viewproxy.com/floridianbank/2016SM

TABLE OF CONTENTS

SUMMARY

The following summary highlights selected information from this proxy statement/prospectus. It does not contain all of the information that is important to you. Each item in this summary refers to the page where that subject is discussed in more detail. You should carefully read the entire proxy statement/prospectus and the other documents to which we refer to fully understand the merger. See Where You Can Find More Information on how to obtain copies of those documents. In addition, the merger agreement is attached as Appendix A to this proxy statement/prospectus. Floridian and Seacoast encourage you to read the merger agreement because it is the legal document that governs the merger.

Unless the context otherwise requires, throughout this document, we, and our refer collectively to Seacoast and Floridian. We refer to the proposed merger of Floridian with and into Seacoast as the merger, the merger of Floridian Bank with and into SNB as the bank merger, and the Agreement and Plan of Merger dated as of November 2, 2015 by and among Seacoast, SNB, Floridian and Floridian Bank as the merger agreement.

Information Regarding Seacoast and Floridian

Seacoast Banking Corporation of Florida
815 Colorado Avenue
Stuart, Florida 34994
(772) 288-6085

Seacoast is a bank holding company, incorporated in Florida in 1983, and registered under the Bank Holding Company Act of 1956, as amended. Seacoast s principal subsidiary is SNB, a national banking association. SNB commenced its operations in 1933 and operated as First National Bank & Trust Company of the Treasure Coast prior to 2006 when it changed its name to Seacoast National Bank.

Seacoast and its subsidiaries provide integrated financial services, including commercial and retail banking, wealth management and mortgage services to customers through 43 traditional branches and five commercial banking centers. Offices stretch from Ft. Lauderdale, Boca Raton and West Palm Beach north through the Space Coast of Florida, into Orlando and Central Florida, and west to Okeechobee and surrounding counties.

Seacoast is one of the largest community banks headquartered in Florida with approximately $3.4 billion in assets and $2.7 billion in deposits as of September 30, 2015.

On October 14, 2015, Seacoast announced that SNB entered into a Branch Sale Agreement with BMO Harris Bank N.A. (which we refer to as BMO), pursuant to which SNB has agreed to purchase, subject to the terms and conditions of the Branch Sale Agreement, fourteen branches of BMO located in the Orlando MSA. SNB will assume approximately $355 million in deposits, of which approximately 56% are checking accounts, and approximately $70 million in loans related to business banking customers at a deposit premium of 3% of the deposit balances. Subject to regulatory approval and the satisfaction of customary closing conditions, the acquisition is expected to close in the first half of 2016. The foregoing transaction is referred to in this proxy statement/prospectus as the branch acquisition.

Floridian Financial Group, Inc.
175 Timacuan Blvd,
Lake Mary, FL 32746
Telephone: (407) 321-3233

Floridian is a bank holding company under the Bank Holding Company Act of 1956, as amended, for Floridian Bank, and is subject to the supervision and regulation of the Board of Governors of the Federal Reserve System and Florida Office of Financial Regulation and is a corporation organized under the laws of the State of Florida. Its main office is located at 175 Timacuan Boulevard, Lake Mary, Florida 32746. Floridian Bank is a Florida-chartered state nonmember bank, which commenced operations in 2006, and is subject to the supervision and regulation of the Florida Office of Financial Regulation and the Federal Deposit Insurance Corporation. Floridian Bank is a full-service commercial bank, providing a wide range of business and consumer financial services in its target marketplaces, and is headquartered in Daytona Beach, Florida.

TABLE OF CONTENTS

Floridian became a multi-bank holding company in 2008 when it acquired Orange Bank of Florida (Orange Bank), a Florida-chartered commercial state nonmember bank headquartered in Orlando, Florida. In 2014, Orange Bank merged with and into Floridian Bank, with Floridian Bank continuing as the surviving Florida-chartered state nonmember bank.

At September 30, 2015, Floridian had total assets of approximately $423.4 million, total deposits of approximately $361.5 million, total net loans of approximately $284.1 million, and shareholders equity of approximately $51.0 million.

The Merger (see page 59)

The terms and conditions of the merger are contained in the merger agreement, a copy of which is included as Appendix A to this proxy statement/prospectus and is incorporated by reference herein. You should read the merger agreement carefully and in its entirety, as it is the legal document governing the merger.

In the merger, Floridian will merge with and into Seacoast, with Seacoast as the surviving company in the merger. Immediately following the merger of Floridian into Seacoast, Floridian Bank will merge with and into SNB, with SNB as the surviving bank of such bank merger.

Closing and Effective Time of the Merger (see page 59)

The closing date is currently expected to occur in the first quarter of 2016. Simultaneously with the closing of the merger, Seacoast will file the articles of merger with the Secretary of State of the State of Florida. The merger will become effective at such time as the articles of merger are filed or such other time as may be specified in the articles of merger. Neither Seacoast nor Floridian can predict, however, the actual date on which the merger will be completed because it is subject to factors beyond each company s control, including whether or when the required regulatory approvals and Floridian s shareholder approval will be received.

Merger Consideration (see page 59)

Floridian shareholders have a choice that will impact the consideration that they will receive in the merger. Each issued and outstanding share of Floridian common stock, other than excluded shares and dissenting shares, will be converted into the right to receive the mixed election consideration, which is a combination of $4.29 in cash and 0.5291 of a share of Seacoast common stock. Alternatively, Floridian shareholders will have the right to make either a cash election to receive the cash election consideration, which is $12.25 in cash, or a stock election to receive the stock election consideration, which is 0.8140 of a share of Seacoast common stock, for each of their Floridian shares. Both the cash election and the stock election are subject to the proration and adjustment procedures, described under *The Merger Agreement Election and Proration Procedures* beginning on page 60 of this proxy statement/prospectus, to cause the total amount of cash paid, and the total number of shares of Seacoast common stock issued, in the merger to the holders of shares of Floridian common stock (other than excluded shares), as a whole, to equal as nearly as practicable the total amount of cash and number of shares that would have been paid and issued if all of such shares of Floridian common stock were converted into the mixed election consideration. Holders of shares of Floridian common stock (other than excluded shares and dissenting shares) who make no election or an untimely election will receive the mixed election consideration with respect to such shares of Floridian common stock.

No holder of Floridian common stock will be issued fractional shares of Seacoast common stock in the merger. Each holder of Floridian common stock who would otherwise have been entitled to receive a fraction of a share of Seacoast common stock will receive, in lieu thereof, cash, without interest, in an amount equal to such fractional part of a share of Seacoast common stock *multiplied by* the average closing price of Seacoast common stock, as recorded on the NASDAQ Global Select Market, for the ten trading day period ending on the second trading day immediately preceding the effective time of the merger. See *The Merger Agreement Merger Consideration* beginning on page 59 of this proxy statement/prospectus.

The value of the shares of Seacoast common stock to be issued in the merger will fluctuate between now and the closing date of the merger. Based on the closing price of Seacoast common stock on November 2, 2015, the date of the signing of the merger agreement, the value of the per share mixed election consideration

TABLE OF CONTENTS

payable to holders of Floridian common stock was approximately $12.53. Based on the closing price of Seacoast common stock on January 19, 2016, the last practicable date before the date of this document, the value of the per share mixed election consideration payable to holders of Floridian common stock was approximately $11.76. Floridian shareholders should obtain current sale prices for Seacoast common stock, which is traded on the NASDAQ Global Select Market under the symbol SBCF.

Election and Proration Procedures (see page 60)

Both the cash election consideration and the stock election consideration are subject to proration and adjustment procedures, depending on the aggregate elections of the Floridian shareholders. If a Floridian shareholder elects cash, and the product of the number of shares with respect to which cash elections have been made *multiplied by* the cash election consideration of $12.25 (such product, the cash election amount) is greater than the difference between (a) the product of $4.29 *multiplied by* the total number of shares of Floridian common stock (other than excluded shares) issued and outstanding immediately prior to the effective time of the merger, *minus* (b) the product of (x) the total number of shares with respect to which a mixed election has been made *multiplied by* (y) $4.29, *minus* (c) the product of (i) the total number of proposed dissenting shares as of immediately prior to the effective time of the merger *multiplied by* (ii) the cash election consideration of $12.25 (such difference, the available cash election amount), such shareholder will receive for each share of Floridian common stock for which such shareholder elects cash:

an amount in cash (without interest) equal to $12.25 *multiplied by* a fraction, the numerator of which shall be the available cash election amount and the denominator of which shall be the cash election amount (such fraction, the cash fraction); and

a number of validly issued, fully paid and non-assessable shares of Seacoast common stock equal to the product of the stock election consideration of 0.8140 *multiplied by* a fraction equal to one *minus* the cash fraction.

If a Floridian shareholder elects stock, and the available cash election amount is greater than the cash election amount, such shareholder will receive for each share of Floridian common stock for which such shareholder elects stock:

an amount of cash (without interest) equal to the amount of such excess *divided by* the number of shares of Floridian common stock for which stock elections were made; and

a number of validly issued, fully paid and non-assessable shares of Seacoast common stock equal to the product of (i) the stock election consideration of 0.8140 *multiplied by* (ii) a fraction, the numerator of which shall be the difference between (a) $12.25 *minus* (b) the amount of cash calculated in the immediately preceding bullet, and the denominator of which shall be $12.25.

The greater the oversubscription of the stock election, the less stock and more cash a Floridian shareholder making the stock election will receive. Reciprocally, the greater the oversubscription of the cash election, the less cash and more stock a Floridian shareholder making the cash election will receive. However, in no event will a Floridian shareholder who makes the cash election or the stock election receive less cash and more shares of Seacoast common stock, or fewer shares of Seacoast common stock and more cash, respectively, than a shareholder who makes the mixed election. For additional detail and for illustrative examples, see *The Merger Agreement Election and Proration Procedures* beginning on page 60 of this proxy statement/prospectus.

Equivalent Floridian Common Per Share Value (see page 12)

Seacoast common stock trades on the NASDAQ Global Select Market under the symbol SBCF. The Floridian common stock is not listed or traded on any established securities exchange or quotation system. Accordingly, there is no established public trading market for the Floridian common stock. The following table presents the closing price of Seacoast common stock on November 2, 2015, the last trading date prior to the public announcement of the merger

agreement, and January 19, 2016, the last practicable trading day prior to the printing of this proxy statement/prospectus. The table also presents the equivalent value of the mixed election consideration per share of Floridian common stock on those dates, calculated by multiplying the closing sales price of Seacoast common stock on those dates by the exchange ratio of 0.5291 and adding $4.29 to such amount.

Equivalent Floridian Common Per Share Value (see page 12)

TABLE OF CONTENTS

Date	Seacoast closing sale price	Equivalent Floridian per share value
November 2, 2015	$ 15.57	$ 12.53
January 19, 2016	$ 14.13	$ 11.76

The value of the shares of Seacoast common stock to be issued in the merger will fluctuate between now and the closing date of the merger. If Seacoast shares increase in value, so will the value of the mixed election consideration and stock election consideration. Similarly, if Seacoast shares decline in value, so will the value of the consideration to be received by Floridian shareholders. Floridian shareholders should obtain current sale prices for the Seacoast common stock.

Procedures for Converting Shares of Floridian Common Stock into Merger Consideration (see page 63)

Promptly after the effective time of the merger, Seacoast s exchange agent, Continental Stock Transfer and Trust Company, will mail to holders of record of Floridian common stock that is converted into the right to receive the applicable merger consideration a letter of transmittal and instructions for the surrender of the holder s Floridian stock certificate(s) and book entry shares for the applicable merger consideration (including cash in lieu of any fractional Seacoast shares), and any dividends or distributions to which such holder is entitled to pursuant to the merger agreement.

Please do not send in your certificates until you receive these instructions.

Material U.S. Federal Income Tax Consequences of the Merger (see page 50)

The merger is intended to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, which we refer to as the Code , and it is a condition to the respective obligations of Floridian and Seacoast to complete the merger that each of Floridian and Seacoast receives a legal opinion to that effect. If, as expected, the merger qualifies as a reorganization , the specific tax consequences to a U.S. holder (as defined in *The Merger Material U.S. Federal Income Tax Consequences of the Merger* beginning on page 50 of this proxy statement/prospectus) exchanging Floridian common stock in the merger will generally depend upon the form of consideration such U.S. holder receives in the merger.

A U.S. holder exchanging all of its shares of Floridian common stock for solely Seacoast common stock (and cash instead of fractional shares of Seacoast common stock) pursuant to the merger agreement will generally not recognize gain or loss, except with respect to cash received instead of fractional shares of Seacoast common stock.

A U.S. holder exchanging all of its shares of Floridian common stock for solely cash pursuant to the merger agreement will generally recognize gain or loss equal to the difference between the amount of cash it receives and its cost basis in its Floridian common stock.

A U.S. holder exchanging all of its shares of Floridian common stock for a combination of Seacoast common stock and cash pursuant to the merger agreement will generally recognize gain (but not loss) in an amount equal to the lesser of (i) the amount of cash treated as received in exchange for Floridian common stock in the merger and (ii) the excess of the amount realized in the transaction (*i.e.*, the fair market value of the Seacoast common stock at the effective time of the merger plus the amount of cash treated as received in exchange for Floridian common stock in

the merger) over its tax basis in its surrendered Floridian common stock.

For further information, see *The Merger* *Material U.S. Federal Income Tax Consequences of the Merger* beginning on page 50 of this proxy statement/prospectus.

The U.S. federal income tax consequences described above may not apply to all holders of Floridian common stock. Your tax consequences will depend on your individual situation. Accordingly, we strongly urge you to consult your own tax advisor to determine the particular tax consequences of the merger to you.

TABLE OF CONTENTS

Appraisal Rights (see page 53 and Appendix D)

Under Florida law, Floridian shareholders have the right to dissent from the merger and receive a cash payment equal to the fair value of their shares of Floridian stock instead of receiving the applicable merger consideration. To exercise appraisal rights, Floridian shareholders must strictly follow the procedures established by Sections 607.1301 through 607.1333 of the Florida Business Corporation Act (the FBCA), which include filing a written objection with Floridian prior to the special meeting stating, among other things, that the shareholder will exercise his or her right to dissent if the merger is completed, and not voting for approval of the merger agreement. A shareholder s failure to vote against the merger agreement will not constitute a waiver of such shareholder s dissenters rights.

Opinions of Floridian s Financial Advisors (see page 33 and Appendices B and C)

Sandler O Neill & Partners, L.P. (Sandler O Neill) has delivered a written opinion to the board of directors of Floridian that, as of the date of the merger agreement, based upon and subject to certain matters stated in the opinion, the merger consideration was fair to the holders of Floridian common stock from a financial point of view. We have attached this opinion to this proxy statement/prospectus as Appendix B. The opinion of Sandler O Neill is not a recommendation to any Floridian shareholder as to how to vote on the proposal to approve the merger agreement.

Austin Associates, LLC (Austin) has delivered a written opinion to the board of directors of Floridian that, as of the date of the merger agreement, based upon and subject to certain matters stated in the opinion, the terms of the merger agreement are fair to Floridian and its shareholders from a financial point of view. We have attached this opinion to this proxy statement/prospectus as Appendix C. The opinion of Austin is not a recommendation to any Floridian shareholder as to how to vote on the proposal to approve the merger agreement.

For further information, including with respect to the procedures followed, matters considered and limitations and qualifications on the reviews undertaken by each of Sandler O Neill and Austin in providing its respective opinion, please see the section entitled *The Merger Opinions of Floridian s Financial Advisors* beginning on page 33 of this proxy statement/prospectus.

Recommendation of the Floridian Board of Directors (see page 21)

After careful consideration, the Floridian board of directors unanimously recommends that Floridian shareholders vote **FOR** the approval of the merger agreement and the approval of the adjournment proposal described in this document. Each of the directors of Floridian has entered into a voting agreement with Seacoast pursuant to which each has agreed to vote **FOR** the approval of the merger agreement and any other matter required to be approved by the shareholders of Floridian to facilitate the transactions contemplated by the merger agreement, subject to the terms of the voting agreements.

For more information regarding the voting agreements, please see the section entitled *Information About the Floridian Special Meeting Shares Subject to Voting Agreements; Shares Held by Directors* beginning on page 23 of this proxy statement/prospectus.

For a more complete description of Floridian s reasons for the merger and the recommendations of the Floridian board of directors, please see the section entitled *The Merger Floridian s Reasons for the Merger and Recommendation of the Floridian Board of Directors* beginning on page 69 of this proxy statement/prospectus.

Interests of Floridian Directors and Executive Officers in the Merger (see page 56)

In the merger, the directors and executive officers of Floridian will receive the same merger consideration for their Flor ***Limitation on Sale/ Leaseback Transactions***

The issuer and each guarantor will not, nor will any of them permit any of their Subsidiaries to, enter into any sale and lease-back transaction for the sale and leasing back of any property or asset, whether now owned or hereafter acquired, of the issuer or a guarantor or any of their Subsidiaries unless

(a) the issuer or guarantor or such Subsidiary would be entitled under the Limitation on Liens covenant above to create, incur or permit to exist a Lien on the assets to be leased in an amount at least equal to the Attributable Liens in respect of such transaction without equally and ratably securing the notes, or

Table of Contents

(b) the proceeds of the sale of the assets to be leased are at least equal to their fair market value and the proceeds are applied to the purchase or acquisition (or in the case of real property, the construction) of assets or to the repayment of Indebtedness of the issuer or a guarantor or a Subsidiary of the issuer or a guarantor which by its terms matures not earlier than one year after the date of such repayment.

Notwithstanding the foregoing, the issuer, the guarantors and their Subsidiaries are permitted to enter into sale and leaseback transactions:

(1) entered into prior to April 1, 2005, or

(2) for the sale and leasing back of any property or asset by a Subsidiary of the issuer or guarantor to the issuer or guarantor, or

(3) involving leases for less than three years, or

(4) in which the lease for the property or asset is entered into within 120 days after the later of the date of acquisition, completion of construction or commencement of full operations of such property or asset.

Glossary

Attributable Liens means in connection with a sale and lease-back transaction, the lesser of (a) the fair market value of the assets subject to such transaction and (b) the present value (discounted at a rate per annum equal to the average interest borne by all outstanding securities issued under the indenture (which may include securities in addition to the notes) determined on a weighted average basis and compounded semiannually) of the obligations of the lessee for rental payments during the term of the related lease.

Capital Lease means any Indebtedness represented by a lease obligation of a person incurred with respect to real property or equipment acquired or leased by such person and used in its business that is required to be recorded as a capital lease in accordance with U.S. generally accepted accounting principles (GAAP).

Capital Stock of any person means any and all shares, interests, participations, rights to purchase, warrants, options or other equivalents (however designated) of corporate stock or other equity of such person.

Consolidated Net Assets means as of any particular time the aggregate amount of assets after deducting therefrom all current liabilities except for (a) notes and loans payable, (b) current maturities of long-term debt and (c) current maturities of obligations under capital leases, all as set forth on the most recent consolidated balance sheet of American Standard Companies Inc. and its consolidated Subsidiaries and computed in accordance with GAAP.

Exempted Debt means the sum of the following as of the date of determination: (i) Indebtedness of the issuer and each guarantor incurred after April 1, 2005 and secured by Liens not otherwise permitted by the first sentence under Limitation on Liens above, and (ii) Attributable Liens of the issuer and each guarantor and their Subsidiaries in respect of sale and lease-back transactions entered into after April 1, 2005, other than sale and lease-back transactions permitted by the limitation on sale and lease-back transactions set forth under Limitation on Sale and Lease-Back Transactions above. For purposes of determining whether or not a sale and lease-back transaction is permitted by Limitation on Sale and Lease-Back Transactions, the last paragraph under Limitation on Liens above (creating an exception for Exempted Debt) will be disregarded.

Facility means the Five Year Credit Agreement dated as of November 6, 2001, as amended on November 5, 2002, among American Standard Companies Inc., American Standard Inc., certain Borrowing Subsidiaries (as defined in the Facility), the lenders named in the Facility and JPMorgan Chase Bank, N.A. as Administrative Agent, as such agreement may be amended (including any amendment, restatement and successors thereof), supplemented or otherwise modified from time to time, including any increase in the principal amount of the obligations under the Facility.

Indebtedness means, with respect to any person, without duplication,

Table of Contents

(1) any Obligation of such person relating to any indebtedness of such person (A) for borrowed money (whether or not the recourse of the lender is to the whole of the assets, of such person or only to a portion thereof), (B) evidenced by notes, debentures or similar instruments (including purchase money obligations) given in connection with the acquisition of any property or assets (other than trade accounts payable for inventory or similar property acquired in the ordinary course of business), including securities, for the payment of which such person is liable, directly or indirectly, or the payment of which is secured by a lien, charge or encumbrance on property or assets of such person, (C) for goods, materials or services purchased in the ordinary course of business (other than trade accounts payable arising in the ordinary course of business), (D) with respect to letters of credit or bankers acceptances issued for the account of such person or performance, surety or similar bonds, (E) for the payment of money relating to a Capital Lease obligation or (F) under interest rate swaps, caps or similar agreements and foreign exchange contracts, currency swaps or similar agreements;

(2) any liability of others of the kind described in the preceding clause (1), which such person has guaranteed or which is otherwise its legal liability; and

(3) any and all deferrals, renewals, extensions and refunding of, or amendments, modifications or supplements to, any liability of the kind described in any of the preceding clauses (1) or (2).

Lien means any lien, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest).

Obligation of any person with respect to any specified Indebtedness means any obligation of such person to pay principal, premium, interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to such person, whether or not a claim for such post-petition interest is allowed in such proceeding), penalties, reimbursement or indemnification amounts, fees, expense or other amounts relating to such Indebtedness.

Permitted Liens means (i) Liens securing Indebtedness arising under the Facility and any initial or subsequent renewal, extension, refinancing, replacement or refunding thereof; (ii) Liens on accounts receivable, merchandise, inventory, equipment, and patents, trademarks, trade names and other intangibles, securing Indebtedness; (iii) Liens on any asset of the issuer or a guarantor, any Subsidiary, or any joint venture to which the issuer or a guarantor or any of their Subsidiaries is a party, created solely to secure obligations incurred to finance the refurbishment, improvement or construction of such asset, which obligations are incurred no later than 24 months after completion of such refurbishment, improvement or construction, and all renewals, extensions, refinancings, replacements or refundings of such obligations; (iv)(a) Liens given to secure the payment of the purchase price incurred in connection with the acquisition (including acquisition through merger or consolidation) of property (including shares of stock), including Capital Lease transactions in connection with any such acquisition, and (b) Liens existing on property at the time of acquisition thereof or at the time of acquisition by the issuer, a guarantor or a Subsidiary or any person then owning such property whether or not such existing Liens were given to secure the payment of the purchase price of the property to which they attach; provided that, with respect to clause (a), the Liens shall be given within 24 months after such acquisition and shall attach solely to the property acquired or purchased and any improvements then or thereafter placed thereon; (v) Liens for taxes, assessments and governmental charges or levies that are not yet delinquent, or are delinquent, but the validity of which is being contested in good faith; (vi) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (vii) Liens upon specific items of inventory or other goods and proceeds of any person securing such person s obligations in respect of bankers acceptances issued or created for the account of such person to facilitate the purchase, shipment or storage of such inventory or other goods; (viii) Liens securing reimbursement obligations with respect to letters of credit that encumber documents and other property relating to such letters of credit and the products and proceeds thereof; (ix) Liens on key-man life insurance policies granted to secure Indebtedness of the issuer or a guarantor against the cash surrender value thereof; (x) Liens encumbering customary initial deposits and margin deposits and other Liens in the ordinary course of business, in each case securing Indebtedness of the

Table of Contents

issuer or a guarantor under interest swap obligations and currency agreements and forward contract, option, futures contracts, futures options or similar agreements or arrangements designed to protect the issuer or a guarantor or any of their Subsidiaries from fluctuations in interest rates, currencies or the price of commodities; (xi) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the issuer or a guarantor or any of their Subsidiaries in the ordinary course of business; (xii) any mechanics , materialmen s, carrier s or other similar lien arising in the ordinary course of business (including construction of facilities) in respect of obligations which are not yet due or which are being contested in good faith, and (xiii) Liens in favor of the issuer or a guarantor or any Subsidiary.

Subsidiary means a person (other than an individual) at least a majority of the outstanding voting stock (or other ownership interests) of which is owned or controlled, directly or indirectly, by such other person, or by one or more Subsidiaries, or by such person and one or more Subsidiaries. For the purposes of this definition, voting stock means stock (or other ownership interests) having voting power for the election of directors, trustees or managers, as the case may be, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency.

Consolidation, Merger and Sale of Assets

The issuer or a guarantor may, without the consent of the holders of any outstanding notes, consolidate with or sell, lease or convey all or substantially all of their assets to, or merge with or into, any other entity provided that:

(a) either the issuer or the relevant guarantor, as the case may be, shall be the continuing entity, or the successor entity formed by or resulting from any such consolidation or merger or which shall have received the transfer of such assets is organized under the laws of any domestic jurisdiction and expressly assumes the guarantor s and/or the issuer s obligations to pay principal of (and premium, if any) and interest on all of the notes and the due and punctual performance and observance of all of the covenants and conditions contained in the indenture;

(b) immediately after giving effect to such transaction, no event of default under the indenture and no event which, after notice or the lapse of time, or both, would become such an Event of Default shall have occurred and be continuing; and

(c) an officers certificate and legal opinion covering certain of such conditions shall be delivered to the trustee.

Events of Default

The following are events of default with respect to the notes:

failure to pay interest on the notes for 30 days when due;

failure to pay principal of or any premium on the notes when due;

failure to comply with any covenant or agreement in the notes or the indenture (other than an agreement or covenant that has been included in the indenture solely for the benefit of other series of debt securities issued under the indenture) for 90 days after written notice by the trustee or by the holders of at least 25% in principal amount of the outstanding debt securities issued under the indenture that are affected by that failure;

specified events involving bankruptcy, insolvency or reorganization of the issuer or the guarantors.

A default under the notes will not necessarily be a default under any other series of debt securities issued under the indenture. The trustee may withhold notice to the holders of the notes of any default or event of default (except in any payment on the notes) if the trustee considers it in the interest of the holders to do so.

If an event of default for the notes occurs and is continuing, the trustee or the holders of at least 25% in principal amount of the outstanding notes (or, in some cases, 25% in principal amount of all debt securities issued under the indenture that are affected, voting as one class) may declare the principal of and all accrued

Table of Contents

and unpaid interest on those notes (or debt securities) to be due and payable. If an event of default relating to certain events of bankruptcy, insolvency or reorganization occurs, the principal of and interest on all the debt securities issued under the indenture, including the notes, will become immediately due and payable without any action on the part of the trustee or any holder. The holders of a majority in principal amount of the outstanding notes (or, in some cases, of all debt securities issued under the indenture that are affected, voting as one class) may in some cases rescind this accelerated payment requirement.

A holder of a note may pursue any remedy under the indenture only if:

the holder gives the trustee written notice of a continuing event of default;

the holders of at least 25% in principal amount of the outstanding notes make a written request to the trustee to pursue the remedy;

the holders offer to the trustee indemnity satisfactory to the trustee;

the trustee fails to act for a period of 60 days after receipt of the request and offer of indemnity; and

during that 60-day period, the holders of a majority in principal amount of the notes do not give the trustee a direction inconsistent with the request.

This provision does not, however, affect the right of a holder of a note to sue for enforcement of any overdue payment.

In most cases, holders of a majority in principal amount of the outstanding (or of all debt securities issued under the indenture that are affected, voting as one class) may direct the time, method and place of:

conducting any proceeding for any remedy available to the trustee; and

exercising any trust or power conferred on the trustee relating to or arising as a result of an event of default.

The indenture requires the issuer and the guarantors to file each year with the trustee a written statement as to their compliance with the covenants contained in the indenture.

Modification and Waiver

The indenture may be amended or supplemented if the holders of a majority in principal amount of the outstanding notes and all other series of debt securities issued under the indenture that are affected by the amendment or supplement (acting as one class) consent to it. Without the consent of each holder of a note, however, no modification may:

reduce the amount of notes whose holders must consent to an amendment, supplement or waiver;

reduce the rate of or change the time for payment of interest on the note;

reduce the principal of the note or change its stated maturity;

reduce any premium payable on the redemption of the note or change the time at which the note may be redeemed;

make payments on the notes payable in currency other than U.S. dollars;

impair the holder s right to institute suit for the enforcement of any payment on or with respect to the note;

make any change in the percentage of principal amount of notes necessary to waive compliance with certain provisions of the indenture or to make any change in the provision related to modification; or

waive a continuing default or event of default regarding any payment on the notes.

27

Table of Contents

The indenture may be amended or supplemented or any provision of the indenture may be waived without the consent of any holders of notes in certain circumstances, including:

to cure any ambiguity, omission, defect or inconsistency;

to provide for the assumption of the obligations under the indenture of the issuer or a guarantor by a successor upon any merger, consolidation or asset transfer permitted under the indenture;

to provide for uncertificated notes in addition to or in place of certificated notes or to provide for bearer notes;

to provide any security for or any guarantees of the notes or the related guarantees;

to comply with any requirement to effect or maintain the qualification of the indenture under the Trust Indenture Act of 1939;

to add covenants that would benefit the holders of the notes or to surrender any rights the issuer or a guarantor has under the indenture;

to add events of default with respect to the notes; and

to make any change that does not adversely affect any outstanding notes in any material respect.

The holders of a majority in principal amount of the outstanding notes (or, in some cases, of all debt securities issued under the indenture that are affected, voting as one class) may waive compliance with any provision in the indenture in any particular instance, and may waive any existing or past default or event of default with respect to the notes (or debt securities). Those holders may not, however, waive any default or event of default in any payment on any note or compliance with a provision that cannot be amended or supplemented without the consent of each holder affected.

Defeasance

When we use the term defeasance, we mean discharge from some or all of our obligations under the indenture. If any combination of funds or government securities are deposited with the trustee sufficient to make payments on the notes on the dates those payments are due and payable, then, at the issuer s option, either of the following will occur:

the issuer and the guarantors will be discharged from their obligations with respect to the notes and the related guarantees (legal defeasance); or

the issuer and the guarantors will no longer have any obligation to comply with the restrictive covenants, the merger covenant and other specified covenants under the indenture, and the related events of default will no longer apply (covenant defeasance).

If the notes are defeased, the holders of the notes will not be entitled to the benefits of the indenture, except for obligations to register the transfer or exchange of notes, replace stolen, lost or mutilated notes or maintain paying agencies and hold moneys for payment in trust. In the case of covenant defeasance, the obligation of the issuer to pay principal, premium and interest on the notes and the guarantors guarantees of the payments will also survive.

We will be required to deliver to the trustee an opinion of counsel that the deposit and related defeasance would not cause the holders of the notes to recognize income, gain or loss for U.S. federal income tax purposes. If we elect legal defeasance, that opinion of counsel must be based upon a ruling from the U.S. Internal Revenue Service or a change in law to that effect.

Governing Law

New York law governs the indenture and the notes.

Table of Contents

Trustee

The Bank of New York is the trustee under the indenture. The Bank of New York also serves as the exchange agent in this exchange offer, and as trustee and custodian relating to other series of our debt securities. The Bank of New York and its affiliates perform certain commercial banking services for us for which they receive customary fees and are lenders under various outstanding credit facilities of subsidiaries of American Standard Companies Inc.

If an event of default occurs under the indenture and is continuing, the trustee will be required to use the degree of care and skill of a prudent person in the conduct of his own affairs. The trustee will become obligated to exercise any of its powers under the indenture at the request of any of the holders of the notes only after those holders have offered the trustee indemnity reasonably satisfactory to it.

The indenture contains limitations on the right of the trustee, if it becomes a creditor of the issuer or a guarantor, to obtain payment of claims or to realize on certain property received for any such claim, as security or otherwise. The trustee is permitted to engage in other transactions with the issuer or a guarantor. If, however, it acquires any conflicting interest, it must eliminate that conflict or resign within 90 days after ascertaining that it has a conflicting interest and after the occurrence of a default under the indenture, unless the default has been cured, waived or otherwise eliminated within the 90-day period.

Book-Entry, Delivery and Form

The notes initially will be represented by one or more notes in registered, global form without interest coupons (collectively, the Global Notes). The Global Notes will be deposited upon issuance with the trustee as custodian for The Depository Trust Company (DTC), in New York, New York, and registered in the name of DTC or its nominee, in each case for credit to the account of direct or indirect participants in DTC as described below.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for notes in certificated form except in the limited circumstances described below. See Exchange of Global Notes for Certificated Notes. In addition, transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants, which may change from time to time.

Depository Procedures

DTC has advised us that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the Participants) and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC s system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the Indirect Participants). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants.

The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised us that, pursuant to procedures established by it:

(1) upon deposit of the Global Notes, DTC will credit the accounts of Participants designated by the initial purchasers with portions of the principal amount of the Global Notes; and

(2) ownership of these interests in the Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the

Table of Contents

Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Investors in the Global Notes who are Participants in DTC s system may hold their interests therein directly through DTC. Investors in the Global Notes who are not Participants may hold their interests therein indirectly through organizations which are Participants in such system. The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of a person having beneficial interests in a Global Note to pledge such interests to persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of interests in the Global Notes will not have notes registered in their names, will not receive physical delivery of notes in certificated form and will not be considered the registered owners or holders thereof under the indenture for any purpose.

Payments in respect of the principal of, and interest and premium, if any, on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the indenture. Under the terms of the indenture, we and the trustee will treat the persons in whose names the notes, including the Global Notes, are registered as the owners of the notes for the purpose of receiving payments and for all other purposes. Consequently, neither we, the trustee nor any agent of ours or the trustee has or will have any responsibility or liability for:

(1) any aspect of DTC s records or any Participant s or Indirect Participant s records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any of DTC s records or any Participant s or Indirect Participant s records relating to the beneficial ownership interests in the Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date. Each relevant participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the trustee or American Standard. Neither we nor the trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the notes and we and the trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Transfers between Participants in DTC will be effected in accordance with DTC s procedures, and will be settled in same-day funds.

DTC has advised us that it will take any action permitted to be taken by a holder of the notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the notes as to which such Participant or Participants has or have given such direction. However, if there is an event of default under the notes, DTC reserves the right to exchange the Global Notes for notes in certificated form, and to distribute such notes to its Participants.

Table of Contents

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for definitive notes in registered certificated form (Certificated Notes) if:

we advise the trustee in writing that DTC is no longer willing or able to discharge its responsibilities properly or that DTC is no longer a registered clearing agency under the Exchange Act, and the trustee or we are unable to locate a qualified successor within 90 days;

an event of default has occurred and is continuing under the indenture; or

we, at our option, elect to terminate the book-entry system through DTC.

In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depository (in accordance with its customary procedures).

Same Day Settlement and Payment

We will make payments in respect of the notes represented by the Global Notes by wire transfer of immediately available funds to the accounts specified by the holders of the Global Notes. We will make all payments with respect to Certificated Notes by wire transfer of immediately available funds to the accounts specified by the holders of the Certificated Notes or, if no such account is specified, by mailing a check to each such holder s registered address. The note represented by the Global Notes are expected to trade in DTC s Same-Day Funds Settlement System, and any permitted secondary market trading activity in the notes will, therefore, be required by DTC to be settled in immediately available funds. We expect that secondary trading in any Certificated Notes will also be settled in immediately available funds.

MATERIAL FEDERAL INCOME TAX CONSIDERATIONS

In this section we summarize the material U.S. federal income tax considerations relevant to the exchange of your outstanding notes for exchange notes in the exchange offer and the ownership and disposition of exchange notes by an individual or entity who or that purchased notes in the offering for cash at original issue and holds the exchange notes as capital assets for purposes of the Internal Revenue Code. This summary does not purport to be a complete analysis of all potential tax considerations relating to the exchange or the exchange notes. The Code contains rules relating to securities held by special categories of holders, including financial institutions, certain insurance companies, broker-dealers, tax-exempt organizations, traders in securities that elect to mark-to-market, investors liable for the alternative minimum tax, investors that hold shares as part of a straddle or a hedging or conversion transaction, and investors whose functional currency is not the U.S. dollar. We do not discuss these rules and holders who are in special categories should consult their own tax advisors.

This discussion is based on the current provisions of:

the Code and the U.S. Treasury Regulations promulgated thereunder;

the administrative policies published by the IRS; and

judicial decisions;

all of which are subject to change either prospectively or retroactively.

We do not discuss any aspect of U.S. state or local, foreign or other tax laws, including gift and estate tax laws, that may apply. Therefore, you should consult your own tax advisor regarding the specific tax consequences of your own exchange of notes or of owning, or disposing of the exchange notes.

We have not sought and do not expect to seek any rulings from the IRS on the matters discussed in this section. The IRS may take a different position on the tax consequences of the exchange of your outstanding

Table of Contents

notes for exchange notes in the exchange offer and of the ownership or disposition of the exchange notes, and that position may be sustained.

We refer to you as a U.S. holder if you are:

- an individual or entity who or that is, for purposes of the Code, a citizen or resident in the U.S.;
- a corporation or other entity treated as a corporation for U.S. federal income tax purposes created or organized under the laws of the U.S. or any political subdivision of the U.S.;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source;
- a trust which either (1) is subject to supervision of a court within the U.S. and the control of one or more U.S. persons, or (2) has elected to be treated as a U.S. person; or
- otherwise subject to U.S. federal income tax on a net income basis on the notes.

We refer to persons who or that are not U.S. holders as non-U.S. holders.

If a partnership holds notes, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our notes, you should consult your tax advisor regarding the tax consequences of the exchange of old notes for exchange notes and ownership and disposition of the exchange notes.

U.S. Holders

Exchange Offer. As a U.S. holder, you will not recognize taxable gain or loss from exchanging outstanding notes for exchange notes in the exchange offer. The holding period of the exchange notes will include the holding period of the outstanding notes that are exchanged for the exchange notes. The adjusted tax basis of the exchange notes will be the same as the adjusted tax basis of the outstanding notes exchanged for the exchange notes immediately before the exchange.

Interest. If you are a U.S. holder, the stated interest on the exchange notes generally will be taxable to you as ordinary income at the time that it is paid or accrued, in accordance with your method of accounting for U.S. federal income tax purposes.

Sale, Exchange or Other Taxable Disposition of an Exchange Note. As a U.S. holder, you will recognize gain or loss on the sale, retirement, redemption or other taxable disposition of an exchange note in an amount equal to the difference between (1) the amount of cash and the fair market value of other property received in exchange for the exchange note, other than amounts for accrued but unpaid stated interest, which will be taxable as ordinary income to the extent not previously included in income, and (2) your adjusted tax basis in the exchange note. Any gain or loss recognized will generally be capital gain or loss. The capital gain or loss will generally be long-term capital gain or loss if you have held the exchange note for more than one year. Otherwise, the capital gain or loss will be a short-term capital gain or loss. The deductibility of capital losses is subject to limitations.

Liquidated Damages. We intend to take the position that any liquidated damages payable on a failure to meet our registration obligations will be taxable to you as ordinary income when received or accrued in accordance with your method of accounting for U.S. federal income tax purposes. This position is based in part on the assumption that, as of the date of issuance of the notes, the possibility that liquidated damages would have to be paid was a remote or incidental contingency within the meaning of applicable U.S. Treasury Regulations. Our determination that such possibility was a remote or incidental contingency is binding on you, unless you explicitly disclose that you are taking a different position to the IRS on your tax return for the year during which you acquire the note. The IRS, however, may take a different position, which could affect the timing and character of your income and our deduction with respect to payments of liquidated damages.

Optional Redemption. We, at our option, are entitled to redeem all or a portion of the exchange notes. U.S. Treasury Regulations contain special rules for determining the yield to maturity and maturity date on a

Table of Contents

debt instrument in the event the debt instrument provides for a contingency that could result in the acceleration or deferral of one or more payments. We believe that under these rules the redemption provisions of the exchange notes should not affect the computation of the yield to maturity or maturity date of the exchange notes.

Backup Withholding and Information Reporting. As a U.S. holder, you may be subject to information reporting and possible backup withholding. If applicable, backup withholding would apply to payments of interest on, or the proceeds of a sale, exchange, redemption, retirement, or other disposition of, an exchange note, unless you (1) are a corporation or come within other exempt categories and, when required, demonstrate this fact or (2) provide us or our agent with your taxpayer identification number, certify as to no loss of exemption from backup withholding, and otherwise comply with the backup withholding rules.

Backup withholding is not an additional tax but, rather, is a method of tax collection. You generally will be entitled to credit any amounts withheld under the backup withholding rules against your U.S. federal income tax liability provided that the required information is furnished to the IRS in a timely manner.

Non-U.S. Holders

Interest. If you are a non-U.S. holder, interest paid to you on the exchange notes will not be subject to U.S. federal withholding tax if:

- you do not actually or constructively own 10% or more of the total combined voting power of all classes of our stock;
- you are not a controlled foreign corporation for U.S. federal income tax purposes that is related to us, directly or indirectly, through stock ownership;
- you are not a bank that holds the exchange note on an extension of credit made under a loan agreement entered into in the ordinary course of your trade or business; and
- either (1) you, as the beneficial owner of the exchange note, provide us or our agent with a statement, on U.S. Treasury Form W-8BEN or a suitable substitute form, signed under penalties of perjury that includes your name and address and certifies that you are not a U.S. person or (2) an exemption is otherwise established. If you hold your exchange notes through certain foreign intermediaries or certain foreign partnerships, such foreign intermediaries or partnerships must also satisfy the certification requirements of applicable U.S. Treasury Regulations.

If these requirements are not met, you will be subject to U.S. withholding tax at a rate of 30% on interest payments on the exchange notes unless you provide us with a properly executed and updated (1) U.S. Treasury Form W-8BEN (or successor form) claiming an exemption from or reduction in withholding under the benefit of an applicable U.S. income tax treaty or (2) U.S. Treasury Form W-8ECI (or successor form) stating that the interest paid on the exchange note is not subject to withholding tax because it is effectively connected with the conduct of a U.S. trade or business.

In the event we are required to pay liquidated damages on the notes, as described above in U.S. Holders Liquidated Damages, the tax treatment of such payment should be the same as other interest payments received by a Non-U.S. Holder. However, the IRS may treat such payments as other than interest, in which case they would be subject to U.S. withholding tax at a rate of 30%, unless the holder qualifies for a reduced rate of tax or an exemption under an applicable U.S. income tax treaty.

If you are engaged in a trade or business in the U.S. and interest on an exchange note is effectively connected with your conduct of that trade or business, you will be required to pay U.S. federal income tax on that interest on a net income basis (although payments to you will be exempt from the 30% U.S. federal withholding tax, provided the certification requirements described above are satisfied) in the same manner as if you were a U.S. person as defined under the U.S. Internal Revenue Code.

If you are eligible for the benefit of a tax treaty, effectively connected income generally will be subject to U.S. federal income tax only if it is attributable to a permanent establishment in the U.S. In addition, if you

33

Table of Contents

are a foreign corporation, you may be required to pay a branch profits tax equal to 30% (or lower rate as may be prescribed under an applicable U.S. income tax treaty) of your earnings and profits for the taxable year, subject to adjustments, that are effectively connected with your conduct of a trade or business in the U.S., provided the required information is properly furnished to the IRS.

Sale, Exchange or Other Taxable Disposition of an Exchange Note. As a non-U.S. holder, gain realized by you on the sale, exchange or redemption of an exchange note (except, in the case of redemptions, with respect to accrued and unpaid interest, which would be taxable as described above) generally will not be subject to U.S. federal withholding tax. However, gain will be subject to U.S. federal income tax if (1) the gain is effectively connected with your conduct of a trade or business in the U.S., (2) you are an individual who is present in the U.S. for a total of 183 days or more during the taxable year in which the gain is realized and other conditions are satisfied, or (3) you are subject to tax under U.S. tax laws that apply to certain U.S. expatriates. If you are described in clause (1) above, you generally will be required to pay U.S. federal income tax on the net gain derived from the sale. If you are a corporation, then you may be required to pay a branch profits tax at a 30% rate (or such lower rate as may be prescribed under an applicable U.S. income tax treaty) on any such effectively connected gain. If you are described in clause (2) above, you will be subject to a flat 30% United States federal income tax on the gain derived from the sale, which may be offset by United States source capital losses, even though you are not considered a resident of the United States. If you are a holder described in clause (3) above, you should consult your tax advisor to determine the U.S. federal, state, local and other tax consequences that may be relevant to you.

Backup Withholding and Information Reporting. The amount of any interest paid to, and the tax withheld with respect to, a non-U.S. holder, must generally be reported annually to the IRS and to such non-U.S. holder, regardless of whether any tax was actually withheld.

Payments on the exchange notes made by us or our paying agent to noncorporate non-U.S. holders may be subject to information reporting and possibly to backup withholding. Information reporting and backup withholding generally do not apply, however, to payments made by us or our paying agent on an exchange note if we (1) have received from you the U.S. Treasury Form W-8BEN or a suitable substitute form as described above under *Non-U.S. Holders-Interest,* or otherwise establish an exemption and (2) do not have actual knowledge or have reason to know that you are a U.S. holder.

Payment of proceeds from a sale of an exchange note to or through the U.S. office of a broker is subject to information reporting and backup withholding unless you certify as to your non-U.S. status or otherwise establish an exemption from information reporting and backup withholding and the broker does not have actual knowledge or have reason to know that you are a U.S. holder. Payment outside the U.S. of the proceeds of the sale of an exchange note to or through a foreign office of a broker, as defined in the applicable U.S. Treasury Regulations, should not be subject to information reporting or backup withholding. However, U.S. information reporting, but not backup withholding, generally will apply to a payment made outside the U.S. of the proceeds of a sale of an exchange note through an office outside the U.S. of a broker if the broker:

- is a U.S. person;
- is a foreign person who derives 50% or more of its gross income from the conduct of a U.S. trade or business;
- is a controlled foreign corporation for U.S. federal income tax purposes; or
- is a foreign partnership, if at any time during its taxable year, one or more of its partners are U.S. persons, as defined in U.S. Treasury Regulations, who in the aggregate hold more than 50% of the income or capital interest in the partnership or if, at any time during its taxable year, the foreign partnership is engaged in a U.S. trade or business.

However, information reporting will not apply if (1) you certify as to your non-U.S. status or the broker has documentary evidence in its records that you are a non-U.S. holder, and certain other conditions are met or (2) an exemption is otherwise established.

34

Table of Contents

Any amounts withheld from a payment to you under the backup withholding rules of the U.S. Treasury Regulations will be allowed as a refund or credit against your U.S. federal income tax liability, provided that you follow the requisite procedures.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account under the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of those notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer for resales of exchange notes received in exchange for outstanding notes that had been acquired as a result of market-making or other trading activities. We have agreed that, for a period of 180 days after the expiration of the exchange offer, we will make this prospectus, as it may be amended or supplemented, available to any broker-dealer for use in connection with any such resale. Any broker-dealers required to use this prospectus and any amendments or supplements to this prospectus for resales of the exchange notes must notify us of this fact by checking the box on the letter of transmittal requesting additional copies of these documents.

Notwithstanding the foregoing, we are entitled under the registration rights agreement to suspend the use of this prospectus by broker-dealers under specified circumstances. For example, we may suspend the use of this prospectus if:

- the SEC or any state securities authority requests an amendment or supplement to this prospectus or the related registration statement or additional information;
- the SEC or any state securities authority issues any stop order suspending the effectiveness of the registration statement or initiates proceedings for that purpose;
- we receive notification of the suspension of the qualification of the exchange notes for sale in any U.S. jurisdiction or the initiation or threatening of any proceeding for that purpose;
- the suspension is required by law;
- the suspension is taken by us in good faith and for a valid business reason, including the possible acquisition or divestiture of assets or a material corporate transaction or event; or
- an event occurs which makes any statement in this prospectus untrue in any material respect or which constitutes an omission to state a material fact in this prospectus.

If we suspend the use of this prospectus, the 180-day period referred to above will be extended by a number of days equal to the period of the suspension.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account under the exchange offer may be sold from time to time in one or more transactions

- in the over-the-counter market;
- in negotiated transactions;
- through the writing of options on those notes; or
- through a combination of those methods of resale;

at market prices prevailing at the time of resale, at prices related to prevailing market prices or at negotiated prices. Any resales may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from the selling broker-dealer or the purchasers of the exchange notes. Any broker-dealer that resells exchange notes received by it for its own account under the exchange offer and any broker or

dealer that participates in a distribution of the exchange notes may be deemed to be an underwriter within the meaning of the Securities Act and any profit on any resale of exchange notes and any commissions or concessions received by these persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging

Table of Contents

that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act.

We have agreed to pay all expenses incidental to the exchange offer, including the expenses of one counsel for the holders of the outstanding notes, other than commissions or concessions of any brokers or dealers and will indemnify holders of the exchange notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act or contribute to payments that they may be required to make in request thereof.

LEGAL MATTERS

The validity and enforceability of the exchange notes and the guarantees offered hereby will be passed upon for us by McDermott Will & Emery LLP, Chicago, Illinois.

EXPERTS

The consolidated financial statements of American Standard Companies Inc. appearing in American Standard Companies Inc. s Annual Report (Form 10-K) for the year ended December 31, 2004 (including schedules appearing therein), and American Standard Companies Inc. management s assessment of the effectiveness of internal control over financial reporting as of December 31, 2004 included therein, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, therein, and incorporated herein by reference. Such consolidated financial statements, schedules and management s assessment are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

Table of Contents

American Standard Inc.
Offer To Exchange
$200,000,000 aggregate principal amount of 5 1/2% Senior Notes due 2015,
which have been registered under the Securities Act,
for any and all
outstanding, unregistered 5 1/2% Senior Notes due 2015
Guaranteed by
American Standard Companies Inc.
and
American Standard International Inc.

PROSPECTUS

, 2005
The Exchange Agent for the Exchange Offer is:
The Bank of New York
Corporate Trust Operations
Reorganization Unit
101 Barclay Street 7 East
New York, New York 10286
Attn:
Facsimile: (212) 298-1915

Until 90 days after the date of this prospectus, all dealers that effect transactions in the exchange notes, whether or not participating in the exchange offer, may be required to deliver a prospectus. This is in addition to the dealers obligations to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

Table of Contents

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. ***Indemnification of Directors and Officers***

Under Section 145 of the Delaware General Corporation Law (8 Delaware Code §145), the Registrants have broad powers to indemnify their directors and officers against liabilities that they may incur in such capacities, including liabilities under the Securities Act. In addition, the Registrants certificates of incorporation provide for indemnification of its directors and officers.

Article Eight of the Registrants certificates of incorporation provide that directors shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty, except for liability (i) for any breach of the director s duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the General Corporation Law of the State of Delaware (relating to certain unlawful payments of dividends or unlawful stock purchases or redemptions), or (iv) for any transaction from which the director derived an improper benefit.

Article Eight of the Registrants certificates of incorporation also provide that anyone who is or was a director or officer of such Registrant shall be indemnified and held harmless to the fullest extent authorized by the Delaware General Corporation Law. This includes indemnity against all expenses, liability and loss (including attorneys fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement).

Pursuant to Delaware law, this includes elimination of liability for monetary damages for breach of the directors fiduciary duty of care to the Registrant and its stockholders. These provisions do not eliminate the directors duty of care and, in appropriate circumstances, equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. The provision does not affect a director s responsibilities under any other laws, such as the federal securities laws, or state or federal environmental laws.

Policies of insurance are maintained by the Registrants under which the directors and officers of the Registrants are insured, within the limits and subject to the limitations of the policies, against certain expenses in connection with the defense of actions, suits or proceeding, and certain liabilities which might be imposed as a result of such actions, suits or proceedings, to which they are parties by reason of being or having been such directors or officers.

Item 21. ***Exhibits and Financial Statement Schedules***

(a) ***Exhibits***

EXHIBIT INDEX

(The Commission File Number of American Standard Companies Inc. (formerly ASI Holding Corporation), the Registrant (sometimes hereinafter referred to as Holding), and for all Exhibits incorporated by reference, is 1-11415, except those Exhibits incorporated by reference in filings made by American Standard Inc. (the Company) the Commission File Number of which is 33-64450. Prior to filing its Registration Statement on Form S-2 on November 10, 1994, Holding s Commission File Number was 33-23070.)

3.1	Restated Certificate of Incorporation of Holding; previously filed as Exhibit 3(i) to Holding s Form 10-Q for the quarter ended September 30, 1998, and herein incorporated by reference.
3.2	Amendment to the Restated Certificate of Incorporation of Holding; previously filed as Exhibit 3 to Holding s Form 10-Q for the quarter ended June 30, 2004, and herein incorporated by reference.
3.3	Amended and Restated By-laws of Holding; previously filed as Exhibit (3)(ii) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.

Table of Contents

4.1	Form of Common Stock Certificate; previously filed as Exhibit (4)(i) to Holding s Form 10-K for the fiscal year ended December 31, 2002 and herein incorporated by reference.
4.2	Indenture, dated as of November 1, 1986, between the Company and Manufacturers Hanover Trust Company, Trustee, including the form of 9 1/4% Sinking Fund Debenture Due 2016 issued pursuant thereto on December 9, 1986, in the aggregate principal amount of $150,000,000; previously filed as Exhibit 4(iii) to the Company s Form 10-K for the fiscal year ended December 31, 1986, and herein incorporated by reference.
4.3	Instrument of Resignation, Appointment and Acceptance, dated as of April 25, 1988 among the Company, Manufacturers Hanover Trust Company (the Resigning Trustee) and Wilmington Trust Company (the Successor Trustee) relating to resignation of the Resigning Trustee and appointment of the Successor Trustee, under the Indenture referred to in Exhibit 4.2 above; previously filed as Exhibit (4)(ii) to Registration Statement No. 33-64450 of the Company, filed June 16, 1993, and herein incorporated by reference.
4.4	First Supplemental Indenture, dated as of February 1, 2000 among the Company, Holding and Wilmington Trust Company, as Trustee; previously filed as Exhibit (4)(iv) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.
4.5	Form of Senior Debt Indenture dated as of January 15, 1998 among the Company, Holding and The Bank of New York, Trustee; previously filed as Exhibit (4)(i) to Amendment No. 1 to Registration Statement No. 333-32627 filed September 19, 1997, and herein incorporated by reference.
4.6	Indenture dated as of January 15, 1998 among the Company, Holding and The Bank of New York, Trustee; previously filed as Exhibit 4.1 to Holding s Form 10-Q for the quarter ended September 30, 1998, and herein incorporated by reference.
4.7	First Supplemental Indenture dated as of January 15, 1998 between the Company, Holding and The Bank of New York, relating to the Company s 7.375% Senior Notes due 2008, guaranteed by Holding; previously filed as Exhibit (4)(xi) to Holding s Form 10-K for the fiscal year ended December 31, 1997, and herein incorporated by reference.
4.8	Second Supplemental Indenture dated as of February 13, 1998 between the Company, Holding and The Bank of New York relating to the Company s 7 7/8% Senior Notes due 2003 and 7 5/8% Senior Notes due 2010, guaranteed by Holding; previously filed as Exhibit (4)(xii) to Holding s Form 10-K for the fiscal year ended December 31, 1997, and herein incorporated by reference.
4.9	Third Supplemental Indenture dated as of April 13, 1998 to the Indenture dated as of January 15, 1998 among the Company, Holding and The Bank of New York relating to the 7 3/8% Senior Notes due 2005; previously filed as Exhibit 4.2 to Holding s Form 10-Q for the quarter ended September 30, 1998, and herein incorporated by reference.
4.10	Fourth Supplemental Indenture dated as of May 28, 1999 to the Indenture dated as of January 15, 1998 among the Company, Holding and The Bank of New York relating to the

8.25% Senior Notes due 2009; previously filed as Exhibit (4)(x) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.

4.11 Fifth Supplemental Indenture dated as of May 28, 1999 to the Indenture dated as of May 28, 1999 among the Company, Holding and The Bank of New York relating to the 8.25% Senior Notes due 2009; previously filed as Exhibit (4)(xi) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.

4.12 Sixth Supplemental Indenture dated as of May 28, 1999 to the Indenture dated as of May 28, 1999 among the Company, Holding and The Bank of New York relating to the 7.125% Senior Notes due 2006; previously filed as Exhibit (4)(xii) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.

4.13 Seventh Supplemental Indenture dated as of November 19, 2004 to the Indenture dated as of May 28, 1999 among the Company, Holding and The Bank of New York; previously filed as Exhibit 4.01 to Holding s Form 8-K dated November 19, 2004, and herein incorporated by reference.

4.14 Rights Agreement, dated as of January 5, 1995, between Holding and Citibank N.A. as Rights Agent; previously filed as Exhibit (4)(xxv) to Holding s Form 10-K for the fiscal year ended December 31, 1994, and herein incorporated by reference.

Table of Contents

4.15	Amendment No. 1 to Rights Agreement, dated as of January 13, 2003 between American Standard Companies Inc. and The Bank of New York, as Rights Agent; previously filed as Exhibit (1)(a) to Holding s Form 8-A/A (Amendment No. 2) filed on August 20, 2003, and herein incorporated by reference.
4.16	Amendment No. 2 to Rights Agreement dated as of February 6, 2003, between American Standard Companies Inc. and The Bank of New York, as Rights Agent; previously filed as Exhibit (1)(b) to Holding s Form 8-A/A (Amendment No. 2) filed on August 20, 2003 and herein incorporated by reference.
4.17	Amendment No. 3 to Rights Agreement dated August 20, 2003, between American Standard Companies Inc. and The Bank of New York, as Rights Agent; previously filed as Exhibit (1)(b) to Holding s Form 8-A/A (Amendment No. 2) filed on August 20, 2003 and herein incorporated by reference.
4.18	Guaranty executed and delivered November 19, 2004, made by American Standard International Inc. to The Bank of New York; previously filed as Exhibit 4.02 to Holding s Form 8-K dated November 19, 2004, and herein incorporated by reference.
4.19	Indenture dated as of April 1, 2005, between the Company, Holding, American Standard International Inc. and The Bank of New York Trust Company, N.A., as trustee; previously filed as Exhibit 4.1 to Holding s Form 8-K filed on April 1, 2005, and herein incorporated by reference.
4.20	Form of 5 1/2% Senior Note Due 2015.**
5.1	Opinion of McDermott, Will & Emery LLP
10.1*	Amended and Restated Employment Agreement of Frederic M. Poses dated as of February 7, 2002; previously filed as Exhibit (10)(iii) to Holding s Form 10-K for the fiscal year ended December 31, 2001, and herein incorporated by reference.
10.2*	Amendment to Employment Agreement of Frederic M. Poses dated October 6, 2004; previously filed as Exhibit 10.1 to Holding s Form 8-K filed on October 7, 2004, and herein incorporated by reference.
10.3*	Employment Agreement with J. Paul McGrath dated December 17, 1999; previously filed as Exhibit (10)(iii) to Holding s Form 10-K for the fiscal year ended December 31, 2000, and herein incorporated by reference.
10.4*	Summary of Employment Arrangement with J. Paul McGrath; previously filed as Exhibit 10.4 to Holding s Form 10-Q for the quarter ended June 30, 2004, and herein incorporated by reference.
10.5*	Employment Agreement with G. Peter D Aloia dated December 3, 1999; previously filed as Exhibit (10)(iv) to Holding s Form 10-K for the fiscal year ended December 31, 2000, and herein incorporated by reference.

10.6*	Summary of Employment Arrangement with G. Peter D Aloia; previously filed as Exhibit 10.6 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.7*	Employment Agreement with Lawrence B. Costello dated May 1, 2000; previously filed as Exhibit (10)(vi) to Holding s Form 10-K for the fiscal year ended December 31, 2001, and herein incorporated by reference.
10.8*	Employment Agreement with James E. Dwyer; previously filed as Exhibit 99.1 to Holding s Form 10-Q for the quarter ended September 30, 2004, and herein incorporated by reference.
10.9*	Employment Agreement with Marc Olivié dated March 2, 2001 and revised March 19, 2001; previously filed as Exhibit (10)(vii) in Holding s Form 10-K for the fiscal year ended December 31, 2001, and herein incorporated by reference.
10.10*	Separation Letter between Marc Olivié and American Standard Companies Inc. dated January 13, 2004; previously filed as Exhibit 10.6 to Holding s Form 10-K for the fiscal year ended December 31, 2003, and herein incorporated by reference.
10.11*	The American Standard Companies Inc. Employee Stock Purchase Plan, amended and restated as of July 1, 2002; previously filed as Exhibit (10)(viii) to Holding s Form 10-K for the fiscal year ended December 31, 2002 and herein incorporated by reference.

Table of Contents

10.12*	Trust Agreement for American Standard Companies Inc. Long-Term Incentive Compensation Plan and American Standard Companies Inc. Supplemental Incentive Compensation Plan (as Amended and Restated in its Entirety as of February 3, 2005); previously filed as Exhibit 10.12 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.13*	American Standard Companies Inc. Executive Supplemental Retirement Benefit Program, Restated to include all amendments through July 7, 2005; previously filed as Exhibit 10.2 to Holding s Form 10-Q for the quarter ended June 30, 2005, and herein incorporated by reference.
10.14*	American Standard Companies Inc. Supplemental Compensation Plan for Outside Directors (as amended and restated effective October 7, 2004); previously filed as Exhibit 10 to Holding s Form 10-Q for the quarter ended September 30, 2004, and herein incorporated by reference.
10.15*	Trust Agreement for the American Standard Companies Inc. Supplemental Compensation Plan for Outside Directors, Amended and Restated as of October 2, 2003; previously filed as Exhibit 10.12 to Holding s Form 10-K for the fiscal year ended December 31, 2003, and herein incorporated by reference.
10.16*	American Standard Companies Inc. Corporate Officer Severance Plan (as Amended and Restated as of July 7, 2005); previously filed as Exhibit 10.1 to Holding s Form 10-Q for the quarter ended June 30, 2005, and herein incorporated by reference.
10.17*	American Standard Companies Inc. Deferred Compensation Plan (as Amended and Restated as of January 1, 2004); previously filed as Exhibit 10.14 to Holding s Form 10-K for the fiscal year ended December 31, 2003, and herein incorporated by reference.
10.18*	American Standard Companies Inc. Stock Incentive Plan, as amended through December 7, 2000; previously filed as Exhibit (10)(xiv) to Holding s Form 10-K for the fiscal year ended December 31, 2000, and herein incorporated by reference.
10.19*	Addendum to Stock Incentive Plan to comply with local regulations in the United Kingdom with respect to options granted in that country; previously filed as Exhibit (10)(xii) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.
10.20*	Addendum to Stock Incentive Plan referred to comply with local regulations in France with respect to options granted in that country; previously filed as Exhibit (10)(xiii) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.
10.21*	Second Addendum for French Participants to Stock Incentive Plan in governing options granted to participants in France on or after May 16, 2001; previously filed as Exhibit (10)(xix) to Holding s Form 10-K for the fiscal year ended December 31, 2002 and herein incorporated by reference.

10.22*	Addendum to Stock Incentive Plan for Canadian participants to comply with local regulation in Canada with respect to options granted in that country; previously filed as Exhibit 10.2 to Holding s Form 10-Q for the quarter ended June 30, 2004 and herein incorporated by reference. (Plan previously filed as Exhibit (10)(xix) to Holding s Form 10-K for the fiscal year ended December 31, 2002 and herein incorporated by reference.)
10.23*	American Standard Companies Inc. 2002 Omnibus Incentive Plan; previously filed as Exhibit (10) to Holding s Form 10-Q for the quarter ended March 31, 2002, and herein incorporated by reference.
10.24*	Addendum to the 2002 Omnibus Incentive Plan governing options granted to participants in Canada with respect to options granted in that country; previously filed as Exhibit 10.1 to Holding s Form 10-Q for the Quarter ended June 30, 2004. (Plan filed as Exhibit (10) to Holding s Form 10-Q for the quarter ended March 31, 2002 and herein incorporated by reference).
10.25*	Addendum to the 2002 Omnibus Incentive Plan governing options granted to participants in France; previously filed as Exhibit (10)(xxi) to Holding s Form 10-K for the fiscal year ended December 31, 2002 and herein incorporated by reference.
10.26*	American Standard Inc. Supplemental Savings Plan (as Amended and Restated as of February 3, 2005); previously filed as Exhibit 10.26 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.27	Form of Indemnification Agreement; previously filed as Exhibit (10) (xxi) in Amendment No. 3 to Registration Statement No. 33-56409, filed January 5, 1995, and herein incorporated by reference.

Table of Contents

10.28	Five-Year Credit Agreement, dated as of November 6, 2001, among Holding, the Company, American Standard International Inc., certain subsidiaries of Holding and the financial institutions listed therein, The Chase Manhattan Bank, as Administrative Agent, Issuing Bank and Swingline Lender; Chase Manhattan International Limited, as London Agent and Italian Agent; Bank of America, N.A., Citibank, N.A. and Deutsche Bank AG as Syndication Agents; The Industrial Bank of Japan Trust Company and Lloyds TSB Bank PLC as Documentation Agents; and JP Morgan as Advisor, Lead Arranger and Book Manager; previously filed as Exhibit (10)(i) to Holding s Form 10-Q for the quarter ended September 30, 2001, and herein incorporated by reference.
10.29	First Amendment dated as of November 5, 2002, to the Five-Year Credit Agreement, dated as of November 6, 2001, among Holding, the Company, American Standard International Inc., the Borrowing Subsidiaries from time to time party thereto and the Lenders from time to time party thereto; JPMorgan Chase Bank, as Administrative Agent, as Issuing Bank and as Swingline Lender; and J. P. Morgan Europe Limited, as London Agent and as Belgian Agent; previously filed as Exhibit (10)(i) to Holding s Form 10-Q for the quarter ended September 30, 2002, and herein incorporated by reference.
10.30*	Consulting Agreement dated as of February 23, 2005, between the Company and J. Paul McGrath; previously filed as Exhibit 10.30 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.31*	American Standard Companies Inc. Stock Option Grant to J. Paul McGrath, dated July 7, 2004; previously filed as Exhibit 10.31 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.32*	American Standard Companies Inc. Stock Option Grant to G. Peter D Aloia, dated July 7, 2004; previously filed as Exhibit 10.32 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.33*	American Standard Companies Inc. Stock Option Grant to G. Peter D Aloia, dated February 2, 2005; previously filed as Exhibit 10.33 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.34*	2005-2007 Long-Term Incentive Plan and 2005 Annual Incentive Plan Goals; previously filed as Exhibit 10.34 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.35	Registration Rights Agreement dated April 1, 2005 among American Standard Inc., American Standard Companies Inc., American Standard International Inc., Citigroup Global Markets Inc., J.P. Morgan Securities Inc. and the Other Initial Purchasers Referred to Therein.
12	Ratio of Earnings to Fixed Charges; previously filed as Exhibit 12 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and Exhibit 12 to Holding s Form 10-Q for the fiscal quarter ended June 30, 2005, both herein incorporated by reference.

21	Listing of Holding s subsidiaries; previously filed as Exhibit 21 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
23	Consent of Ernst & Young LLP.
23.1	Consent of Hamilton, Rabinovitz and Alschuler, Inc.
23.2	Consent of McDermott, Will & Emery LLP (included in Exhibit 5.1 legal opinion).
24	Power of Attorney (included in Part II of this Registration Statement).**
24.1	Power of Attorney Kirk S. Hachigian
25.1	Statement of Eligibility of The Bank of New York Trust Company, N.A., as trustee, on Form T-1.**
99.1	Form of Letter of Transmittal.**
99.2	Form of Notice of Guaranteed Delivery.**
99.3	Form of Letter to Registered Holders.**
99.4	Form of Letter to Beneficial Holders.**
99.5	Guidelines for Certification of Taxpayer Identification Number.**

* Management compensatory plan or arrangement.

** Previously filed.

(b) ***Financial statement schedules***

Not applicable.

Table of Contents

Item 22. ***Undertakings***

(a) The undersigned registrants hereby undertake that

(1) For purposes of determining any liability under the Securities Act, each filing of the registrant s annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan s annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(2) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the provisions described in Item 20 above, or otherwise, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(3) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(4) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(b) The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the Prospectus pursuant to Items 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the Registration Statement through the date of responding to the request.

(c) The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the Registration Statement when it became effective.

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Piscataway, State of New Jersey, on August 2, 2005.

American Standard Inc.
By: /s/ Mary Elizabeth Gustafsson

Name: Mary Elizabeth Gustafsson
Title: President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ Mary Elizabeth Gustafsson Mary Elizabeth Gustafsson	Director and President (Principal Executive Officer)	August 2, 2005
* G. Peter D Aloia	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	August 2, 2005
/s/ Brad M. Cerepak Brad M. Cerepak	Vice President and Controller (Principal Accounting Officer)	August 2, 2005

* /s/ Mary Elizabeth Gustafsson

Mary Elizabeth Gustafsson
Attorney-in-Fact

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Piscataway, State of New Jersey, on August 2, 2005.

American Standard Companies Inc.
By: /s/ Mary Elizabeth Gustafsson

Name: Mary Elizabeth Gustafsson
Title: Senior Vice President, General Counsel and Secretary

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
*	Chairman and Chief Executive Officer; Director	August 2, 2005
Frederic M. Poses	(Principal Executive Officer)	
*	Senior Vice President and Chief Financial Officer	August 2, 2005
G. Peter D Aloia	(Principal Financial Officer)	
/s/ Brad M. Cerepak	Vice President and Controller (Principal Accounting Officer)	August 2, 2005
Brad M. Cerepak		
*	Director	August 2, 2005
Steven E. Anderson		
*	Director	August 2, 2005
Jared L. Cohon		
*	Director	August 2, 2005
Paul J. Curlander		

Table of Contents

Signature	Title	Date
* Steven F. Goldstone	Director	August 2, 2005
* Edward E. Hagenlocker	Director	August 2, 2005
* James F. Hardymon	Director	August 2, 2005
* Ruth Ann Marshall	Director	August 2, 2005
Dale F. Morrison	Director	
* Kirk S. Hachigian	Director	August 2, 2005

* /s/ Mary Elizabeth Gustafsson

Mary Elizabeth Gustafsson
Attorney-in-Fact

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Piscataway, State of New Jersey, on August 2, 2005.

American Standard International Inc.
By: /s/ Mary Elizabeth Gustafsson

Name: Mary Elizabeth Gustafsson
Title: President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ Mary Elizabeth Gustafsson Mary Elizabeth Gustafsson	Director and President (Principal Executive Officer)	August 2, 2005
* G. Peter D Aloia	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	August 2, 2005
/s/ Brad M. Cerepak Brad M. Cerepak	Vice President and Controller (Principal Accounting Officer)	August 2, 2005

* /s/ Mary Elizabeth Gustafsson

Mary Elizabeth Gustafsson
Attorney-in-Fact

Table of Contents

EXHIBIT INDEX

3.1	Restated Certificate of Incorporation of Holding; previously filed as Exhibit 3(i) to Holding s Form 10-Q for the quarter ended September 30, 1998, and herein incorporated by reference.
3.2	Amendment to the Restated Certificate of Incorporation of Holding; previously filed as Exhibit 3 to Holding s Form 10-Q for the quarter ended June 30, 2004, and herein incorporated by reference.
3.3	Amended and Restated By-laws of Holding; previously filed as Exhibit (3)(ii) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.
4.1	Form of Common Stock Certificate; previously filed as Exhibit (4)(i) to Holding s Form 10-K for the fiscal year ended December 31, 2002 and herein incorporated by reference.
4.2	Indenture, dated as of November 1, 1986, between the Company and Manufacturers Hanover Trust Company, Trustee, including the form of 9 1/4% Sinking Fund Debenture Due 2016 issued pursuant thereto on December 9, 1986, in the aggregate principal amount of $150,000,000; previously filed as Exhibit 4(iii) to the Company s Form 10-K for the fiscal year ended December 31, 1986, and herein incorporated by reference.
4.3	Instrument of Resignation, Appointment and Acceptance, dated as of April 25, 1988 among the Company, Manufacturers Hanover Trust Company (the Resigning Trustee) and Wilmington Trust Company (the Successor Trustee) relating to resignation of the Resigning Trustee and appointment of the Successor Trustee, under the Indenture referred to in Exhibit 4.2 above; previously filed as Exhibit (4)(ii) to Registration Statement No. 33-64450 of the Company, filed June 16, 1993, and herein incorporated by reference.
4.4	First Supplemental Indenture, dated as of February 1, 2000 among the Company, Holding and Wilmington Trust Company, as Trustee; previously filed as Exhibit (4)(iv) in Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.
4.5	Form of Senior Debt Indenture dated as of January 15, 1998 among the Company, Holding and The Bank of New York, Trustee; previously filed as Exhibit (4)(i) to Amendment No. 1 to Registration Statement No. 333-32627 filed September 19, 1997, and herein incorporated by reference.
4.6	Indenture dated as of January 15, 1998 among the Company, Holding and The Bank of New York, Trustee; previously filed as Exhibit 4.1 to Holding s Form 10- Q for the quarter ended September 30, 1998, and herein incorporated by reference.
4.7	First Supplemental Indenture dated as of January 15, 1998 between the Company, Holding and The Bank of New York, relating to the Company s 7.375% Senior Notes due 2008, guaranteed by Holding; previously filed as Exhibit (4)(xi) to Holding s Form 10-K for the fiscal year ended December 31, 1997, and herein incorporated by reference.
4.8	Second Supplemental Indenture dated as of February 13, 1998 between the Company, Holding and The Bank of New York relating to the Company s 7 7/8% Senior Notes due 2003 and

	$7^{5}/8\%$ Senior Notes due 2010, guaranteed by Holding; previously filed as Exhibit (4)(xii) to Holding s Form 10-K for the fiscal year ended December 31, 1997, and herein incorporated by reference.
4.9	Third Supplemental Indenture dated as of April 13, 1998 to the Indenture dated as of January 15, 1998 among the Company, Holding and The Bank of New York relating to the $7^{3}/8\%$ Senior Notes due 2005; previously filed as Exhibit 4.2 to Holding s Form 10-Q for the quarter ended September 30, 1998, and herein incorporated by reference.
4.10	Fourth Supplemental Indenture dated as of May 28, 1999 to the Indenture dated as of January 15, 1998 among the Company, Holding and The Bank of New York relating to the 8.25% Senior Notes due; previously filed as Exhibit (4)(x) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.
4.11	Fifth Supplemental Indenture dated as of May 28, 1999 to the Indenture dated as of May 28, 1999 among the Company, Holding and The Bank of New York relating to the 8.25% Senior Notes due 2009; previously filed as Exhibit (4)(xi) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.
4.12	Sixth Supplemental Indenture dated as of May 28, 1999 to the Indenture dated as of May 28, 1999 among the Company, Holding and The Bank of New York relating to the 7.125% Senior Notes due 2006; previously filed as Exhibit (4)(xii) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.
4.13	Seventh Supplemental Indenture dated as of November 19, 2004 to the Indenture dated as of May 28, 1999 among the Company, Holding and The Bank of New York; previously filed as Exhibit 4.01 to Holding s Form 8-K dated November 19, 2004, and herein incorporated by reference.

Table of Contents

4.14	Rights Agreement, dated as of January 5, 1995, between Holding and Citibank N.A. as Rights Agent; previously filed as Exhibit (4)(xxv) to Holding s Form 10-K for the fiscal year ended December 31, 1994, and herein incorporated by reference.
4.15	Amendment No. 1 to Rights Agreement, dated as of January 13, 2003 between American Standard Companies Inc. and The Bank of New York, as Rights Agent; previously filed as Exhibit (1)(a) to Holding s Form 8-A/A (Amendment No. 2) filed on August 20 2003, and herein incorporated by reference.
4.16	Amendment No. 2 to Rights Agreement dated as of February 6, 2003, between American Standard Companies Inc. and The Bank of New York, as Rights Agent; previously filed as Exhibit (1)(b) to Holding s Form 8-A/A (Amendment No. 2) filed on August 20, 2003 and herein incorporated by reference.
4.17	Amendment No. 3 to Rights Agreement dated August 20, 2003, between American Standard Companies Inc. and The Bank of New York, as Rights Agent; previously filed as Exhibit (1)(b) to Holding s Form 8-A/A (Amendment No. 2) filed on August 20, 2003 and herein incorporated by reference.
4.18	Guaranty executed and delivered November 19, 2004, made by American Standard International Inc. to the Bank of New York; previously filed as Exhibit 4.02 to Holding s Form 8-K dated November 19, 2004, and herein incorporated by reference.
4.19	Indenture, dated as of April 1, 2005, between the Company, Holding, American Standard International Inc. and The Bank of New York Trust Company, N.A., as trustee; previously filed as Exhibit 4.1 to Holding s Form 8-K filed on April 1, 2005, and herein incorporated by reference.
4.20	Form of 5 1/2% Senior Note Due 2015.**
5.1	Legal opinion of McDermott, Will & Emery LLP.
10.1*	Amended and Restated Employment Agreement of Frederic M. Poses dated as of February 7, 2002; previously filed as Exhibit (10)(iii) to Holding s Form 10-K for the fiscal year ended December 31, 2001, and herein incorporated by reference.
10.2*	Amendment to Employment Agreement of Frederic M. Poses dated October 6, 2004; previously filed as Exhibit 10.1 to Holding s Form 8-K dated October 6, 2004, and herein incorporated by reference.
10.3*	Employment Agreement of J. Paul McGrath dated December 17, 1999; previously filed as Exhibit (10)(iii) to Holding s Form 10-K for the fiscal year ended December 31, 2000, and herein incorporated by reference.
10.4*	Summary of Employment Arrangement with J. Paul McGrath; previously filed as Exhibit 10.4 to Holding s Form 10-Q for the quarter ended June 30, 2004, and herein incorporated by reference.

10.5*	Employment Agreement of G. Peter D Aloia dated December 3, 1999; previously filed as Exhibit (10)(iv) to Holding s Form 10-K for the fiscal year ended December 31, 2000, and herein incorporated by reference.
10.6*	Summary of Employment Arrangement with G. Peter D Aloia; previously filed as Exhibit 10.6 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.7*	Employment Agreement of Lawrence B. Costello dated May 1, 2000; previously filed as Exhibit (10)(vi) to Holding s Form 10-K for the fiscal year ended December 31, 2001, and herein incorporated by reference.
10.8*	Employment Agreement of James E. Dwyer; previously filed as Exhibit 99.1 to Holding s Form 10-Q for the quarter ended September 30, 2004, and herein incorporated by reference.
10.9*	Employment Agreement of Marc Olivié dated March 2, 2001 and revised March 19, 2001; previously filed as Exhibit (10)(vii) in Holding s Form 10-K for the fiscal year ended December 31, 2001, and herein incorporated by reference.
10.10*	Separation Letter between Marc Olivié and American Standard Companies Inc. dated January 13, 2004; previously filed as Exhibit 10.6 to Holding s Form 10-K for the fiscal year ended December 31, 2003, and herein incorporated by reference.
10.11*	The American Standard Companies Inc. Employee Stock Purchase Plan, amended and restated as of July 1, 2002; previously filed as Exhibit (10)(viii) to Holding s Form 10-K for the fiscal year ended December 31, 2002 and herein incorporated by reference.

Table of Contents

10.12*	Trust Agreement for American Standard Companies Inc. Long-Term Incentive Compensation Plan and American Standard Companies Inc. Supplemental Incentive Compensation Plan (as Amended and Restated in its Entirety as of February 3, 2005); previously filed as Exhibit 10.12 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.13*	American Standard Companies Inc. Executive Supplemental Retirement Benefit Program, Restated to include all amendments through July 7, 2005; previously filed as Exhibit 10.2 to Holding s Form 10-Q for the quarter ended June 30, 2005, and herein incorporated by reference.
10.14*	American Standard Companies Inc. Supplemental Compensation Plan for Outside Directors (as amended and restated effective October 7, 2004); previously filed as Exhibit 10 to Holding s Form 10-Q for the quarter ended September 30, 2004, and herein incorporated by reference.
10.15*	Trust Agreement for the American Standard Companies Inc. Supplemental Compensation Plan for Outside Directors, Amended and Restated as of October 2, 2003; previously filed as Exhibit 10.12 to Holding s Form 10-K for the fiscal year ended December 31, 2003, and herein incorporated by reference.
10.16*	American Standard Companies Inc. Corporate Officer Severance Plan (as Amended and Restated as of July 7, 2005); previously filed as Exhibit 10.1 to Holding s Form 10-Q for the quarter ended June 30, 2005, and herein incorporated by reference.
10.17*	American Standard Companies Inc. Deferred Compensation Plan (as Amended and Restated as of January 1, 2004); previously filed as Exhibit 10.14 to Holding s Form 10-K for the fiscal year ended December 31, 2003, and herein incorporated by reference.
10.18*	American Standard Companies Inc. Stock Incentive Plan, as amended through December 7, 2000; previously filed as Exhibit (10)(xiv) to Holding s Form 10-K for the fiscal year ended December 31, 2000, and herein incorporated by reference.
10.19*	Addendum to Stock Incentive Plan to comply with local regulations in the United Kingdom with respect to options granted in that country; previously filed as Exhibit (10)(xii) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.
10.20*	Addendum to Stock Incentive Plan referred to comply with local regulations in France with respect to options granted in that country; previously filed as Exhibit (10)(xiii) to Holding s Form 10-K for the fiscal year ended December 31, 1999, and herein incorporated by reference.
10.21*	Second Addendum for French Participants to Stock Incentive Plan in governing options granted to participants in France on or after May 16, 2001; previously filed as Exhibit (10)(xix) to Holding s Form 10-K for the fiscal year ended December 31, 2002 and herein incorporated by reference.

10.22*	Addendum to Stock Incentive Plan for Canadian participants to comply with local regulation in Canada with respect to options granted in that country; previously filed as Exhibit 10.2 to Holding s Form 10-Q for the quarter ended June 30, 2004 and herein incorporated by reference. (Plan previously filed as Exhibit (10)(xix) to Holding s Form 10-K for the fiscal year ended December 31, 2002 and herein incorporated by reference.)
10.23*	American Standard Companies Inc. 2002 Omnibus Incentive Plan; previously filed as Exhibit (10) to Holding s Form 10-Q for the quarter ended March 31, 2002, and herein incorporated by reference.
10.24*	Addendum to the 2002 Omnibus Incentive Plan governing options granted to participants in Canada with respect to options granted in that country; previously filed as Exhibit 10.1 to Holding s Form 10-Q for the Quarter ended June 30, 2004. (Plan filed as Exhibit (10) to Holding s Form 10-Q for the quarter ended March 31, 2002 and herein incorporated by reference).
10.25*	Addendum to the 2002 Omnibus Incentive Plan governing options granted to participants in France; previously filed as Exhibit (10)(xxi) to Holding s Form 10-K for the fiscal year ended December 31, 2002 and herein incorporated by reference.
10.26*	American Standard Inc. Supplemental Savings Plan (as Amended and Restated as of February 3, 2005); previously filed as Exhibit 10.26 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.27	Form of Indemnification Agreement; previously filed as Exhibit (10) (xxi) in Amendment No. 3 to Registration Statement No. 33-56409, filed January 5, 1995, and herein incorporated by reference.

Table of Contents

10.28	Five-Year Credit Agreement, dated as of November 6, 2001, among Holding, the Company, American Standard International Inc., certain subsidiaries of Holding and the financial institutions listed therein, The Chase Manhattan Bank, as Administrative Agent, Issuing Bank and Swingline Lender; Chase Manhattan International Limited, as London Agent and Italian Agent; Bank of America, N.A., Citibank, N.A. and Deutsche Bank AG as Syndication Agents; The Industrial Bank of Japan Trust Company and Lloyds TSB Bank PLC as Documentation Agents; and JP Morgan as Advisor, Lead Arranger and Book Manager; previously filed as Exhibit (10)(i) to Holding s Form 10-Q for the quarter ended September 30, 2001, and herein incorporated by reference.
10.29	First Amendment dated as of November 5, 2002, to the Five-Year Credit Agreement, dated as of November 6, 2001, among Holding, the Company, American Standard International Inc., the Borrowing Subsidiaries from time to time party thereto and the Lenders from time to time party thereto; JPMorgan Chase Bank, as Administrative Agent, as Issuing Bank and as Swingline Lender; and J. P. Morgan Europe Limited, as London Agent and as Belgian Agent; previously filed as Exhibit (10)(i) to Holding s Form 10-Q for the quarter ended September 30, 2002, and herein incorporated by reference.
10.30*	Consulting Agreement dated as of February 23, 2005, between the Company and J. Paul McGrath; previously filed as Exhibit 10.30 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.31*	American Standard Companies Inc. Stock Option Grant to J. Paul McGrath, dated July 7, 2004; previously filed as Exhibit 10.31 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.32*	American Standard Companies Inc. Stock Option Grant to G. Peter D Aloia, dated July 7, 2004; previously filed as Exhibit 10.32 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.33*	American Standard Companies Inc. Stock Option Grant to G. Peter D Aloia, dated February 2, 2005; previously filed as Exhibit 10.33 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.34*	2005-2007 Long-Term Incentive Plan and 2005 Annual Incentive Plan Goals; previously filed as Exhibit 10.34 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
10.35	Registration Rights Agreement dated April 1, 2005 among American Standard Inc., American Standard Companies Inc., American Standard International Inc., Citigroup Global Markets Inc., J.P. Morgan Securities Inc. and the Other Initial Purchasers Referred to Therein.
12	Ratio of Earnings to Fixed Charges; previously filed as Exhibit 12 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and Exhibit 12 to Holding s Form 10-Q for the fiscal quarter ended June 30, 2005, both herein incorporated by reference.

21	Listing of Holding s subsidiaries; previously filed as Exhibit 21 to Holding s Form 10-K for the fiscal year ended December 31, 2004, and herein incorporated by reference.
23	Consent of Ernst & Young LLP.
23.1	Consent of Hamilton, Rabinovitz and Alschuler, Inc.
23.2	Consent of McDermott, Will & Emery LLP (included in Exhibit 5.1 legal opinion).
24	Power of Attorney (included in Part II of this Registration Statement).**
24.1	Power of Attorney Kirk S. Hachigian
25.1	Statement of Eligibility of The Bank of New York Trust Company, N.A., as trustee, on Form T-1.**
99.1	Form of Letter of Transmittal.**
99.2	Form of Notice of Guaranteed Delivery.**
99.3	Form of Letter to Registered Holders.**
99.4	Form of Letter to Beneficial Holders.**
99.5	Guidelines for Certification of Taxpayer Identification Number.**

* Management compensatory plan or arrangement.
** Previously filed.