
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

**FORM S-8
REGISTRATION STATEMENT**
*UNDER
THE SECURITIES ACT OF 1933*

LENNOX INTERNATIONAL INC.

(Exact name of registrant specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

42-0991521
(I.R.S. Employer
Identification No.)

2140 Lake Park Boulevard, Richardson, Texas
(Address of Principal Executive Offices)

75080
(Zip Code)

Lennox International Inc. 2022 Employee Stock Purchase Plan
(Full title of the plan)

John Torres
Executive Vice President, Chief Legal Officer and Secretary
Lennox International Inc.
2140 Lake Park Boulevard
Richardson, Texas 75080
(972) 497-5000
(Name, address and telephone number, including area code, of agent for service)

Copies of all correspondence to:
James O'Bannon
Ferrell Keel
Jones Day
2727 North Harwood Street
Dallas, Texas 75201
(214) 220-3939

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant is subject to the informational and reporting requirements of Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”). The following documents, which are on file with the Securities and Exchange Commission (the “*Commission*”), are incorporated into this Registration Statement by reference:

- (a) the Registrant’s Annual Report on [Form 10-K](#) for the year ended December 31, 2021 (Commission File No. 001-15149), filed with the Commission on February 15, 2022;
- (b) the Registrant’s Quarterly Report on [Form 10-Q](#) for the period ended March 31, 2022 (Commission File No. 001-15149), filed with the Commission on April 25, 2022;
- (c) the Registrant’s Current Reports on Form 8-K (Commission File No. 001-15149) filed with the Commission on [March 23, 2022](#) and [May 23, 2022](#); and
- (d) the description of the Common Stock contained in the Registrant’s [Form 10-K](#) for the year ended December 31, 2021 (Commission File No. 001-15149), filed with the Commission on February 15, 2022.

All documents filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (excluding information deemed to be furnished and not filed with the Commission) subsequent to the effective date of this Registration Statement and prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold, will be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents. Any statement contained in any document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant is a Delaware corporation. Section 145 of the General Corporation Law of the State of Delaware (the “*DGCL*”) provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful.

Section 145 of the DGCL further provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court deems proper.

Where a present or former director or officer has been successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify the person against the expenses (including attorney’s fees) actually and reasonably incurred by such person in connection therewith.

Section 145 of the DGCL further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person’s status as such, whether or not the corporation would have the power to indemnify such person against such liability under Section 145 of the DGCL.

Article Eighth of the Restated Certificate of Incorporation of the Registrant provides that a director of the Registrant shall not be liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any repeal or modification of Article Eighth shall not adversely affect any right or protection of a director of the Registrant existing thereunder with respect to any act or omission occurring prior to such repeal or modification.

Article VI of the Amended and Restated Bylaws (the “*Bylaws*”) of the Registrant provides that each person who at any time shall serve or shall have served as a director or officer of the Registrant, or any person who, while a director or officer of the Registrant, is or was serving at the request of the Registrant as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be entitled to (a) indemnification and (b) the advancement of expenses incurred by such person from the Registrant as, and to the fullest extent, permitted by Section 145 of the DGCL or any successor statutory provision, as from time to time amended. The Registrant may indemnify any other person, to the same extent and subject to the same limitations specified in the immediately preceding sentence, by reason of the fact that such other person is or was an employee or agent of the Registrant or another corporation, partnership, joint venture, trust or other enterprise.

The indemnification and advancement of expenses provided by, or granted pursuant to, Article VI shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any agreement, vote of stockholders or disinterested directors of the Registrant or otherwise, both as to action in such person’s official capacity and as to action in another capacity while holding such office. All rights to indemnification under Article VI of the Bylaws shall be deemed to be provided by a contract between the Registrant and the director, officer, employee or agent who served in such capacity at any time while the Bylaws of the Registrant and other relevant provisions of the DGCL and other applicable law, if any, are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing. Without limiting the provisions of Article VI of the Bylaws, the Registrant is authorized from time to time, without further action by the stockholders of the Registrant, to enter into agreements with any director or officer of the Registrant providing such rights of indemnification as the Registrant may deem appropriate, up to the maximum extent permitted by law. Any agreement entered into by the Registrant with a director may be authorized by the other directors, and such authorization shall not be invalid on the basis that similar agreements may have been or may thereafter be entered into with other directors.

The Registrant may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Registrant, or is or was a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person’s status as such, whether or not the Registrant would have had the power to indemnify such person against such liability under the applicable provisions of Article VI of the Bylaws or the DGCL.

The Registrant has entered into indemnification agreements (the “*Indemnification Agreements*”) with its directors and certain of its executive officers (collectively, the “*Indemnitees*”). Under the terms of the Indemnification Agreements, the Registrant has generally agreed to indemnify, and advance expenses to, each Indemnitee to the fullest extent permitted by applicable law on the date of the agreements and to such greater extent as applicable law may thereafter permit.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
4.1	Restated Certificate of Incorporation of Lennox International Inc. (incorporated herein by reference to Exhibit 3.1 to the Registrant's Form 10-K for the year ended December 31, 2021 (Commission File No. 001-15149), filed with the Commission on February 15, 2022)
4.2	Amended and Restated Bylaws of Lennox International Inc. (incorporated herein by reference to Exhibit 3.2 to the Registrant's Form 10-K for the year ended December 31, 2021 (Commission File No. 001-15149), filed with the Commission on February 15, 2022)
5.1	Opinion of Jones Day
23.1	Consent of Independent Registered Public Accounting Firm – KPMG LLP
23.2	Consent of Jones Day (included in Exhibit 5.1)
24.1	Power of Attorney
99.1	Lennox International Inc. 2022 Employee Stock Purchase Plan
107.1	Filing Fee Table

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of a prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment 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.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, 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 Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the 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 Registrant 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 Registrant 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.

JONES DAY

2727 NORTH HARWOOD STREET • DALLAS, TEXAS 75201.1515

TELEPHONE: +1.214.220.3939 • JONESDAY.COM

May 24, 2022

Lennox International Inc.
2140 Lake Park Boulevard
Richardson, Texas 75080

Re: Registration Statement on Form S-8 Filed by Lennox International Inc.

Ladies and Gentlemen:

We have acted as counsel for Lennox International Inc., a Delaware corporation (the "Company"), in connection with the registration under the Securities Act of 1933 (the "Act") of 1,000,000 shares (the "Shares") of the Company's common stock, par value \$.01 per share, that may be issued or delivered and sold pursuant to the Lennox International Inc. 2022 Employee Stock Purchase Plan (the "Plan"). In connection with the opinion expressed herein, we have examined such documents, records and matters of law as we have deemed relevant or necessary for purposes of such opinion. Based on the foregoing, and subject to the further limitations, qualifications and assumptions set forth herein, we are of the opinion that the Shares that may be issued or delivered and sold pursuant to the Plan have been authorized by all necessary corporate action of the Company and, when issued or delivered and sold in accordance with the terms of the Plan against payment of consideration therefor as provided therein, will be validly issued, fully paid and nonassessable, provided that the consideration for the Shares is at least equal to the stated par value thereof.

The opinion expressed herein is limited to the General Corporation Law of the State of Delaware, as currently in effect, and we express no opinion with respect to any other law of the State of Delaware or the laws of any other jurisdiction. In addition, we have assumed that the resolutions authorizing the Company to issue or deliver and sell the Shares pursuant to the Plan will be in full force and effect at all times at which such Shares are issued or delivered or sold by the Company, and that the Company will take no action inconsistent with such resolutions.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement on Form S-8 filed by the Company to effect the registration of the Shares to be issued or delivered and sold pursuant to the Plan under the Act. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Jones Day

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Lennox International Inc.:

We consent to the use of our report dated February 15, 2022, with respect to the consolidated financial statements and financial statement schedule of Lennox International Inc. and subsidiaries, and the effectiveness of internal control over financial reporting, incorporated herein by reference.

/s/ KPMG LLP

Dallas, Texas
May 24, 2022

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each of the undersigned officers and directors of Lennox International Inc., a Delaware corporation (the "**Registrant**"), hereby constitutes and appoints Alok Maskara, Daniel M. Sessa and John Torres, or any of them, each acting alone, as the true and lawful attorney-in-fact or agent, or attorneys-in-fact or agents, for each of the undersigned, with full power of substitution and resubstitution, and in the name, place and stead of each of the undersigned, to execute and file (1) one or more Registration Statements on Form S-8 (the "**Form S-8 Registration Statement**") with respect to the registration under the Securities Act of 1933, as amended, of common stock, \$0.01 par value per share, of the Registrant issuable in connection with the Lennox International Inc. 2022 Employee Stock Purchase Plan, (2) any and all amendments, including post-effective amendments, supplements and exhibits to the Form S-8 Registration Statement and (3) any and all applications or other documents to be filed with the Securities and Exchange Commission or any state securities commission or other regulatory authority or exchange with respect to the securities covered by the Form S-8 Registration Statement, with full power and authority to do and perform any and all acts and things whatsoever necessary, appropriate or desirable to be done in and about the premises, or in the name, place and stead of the said director and/or officer, hereby ratifying and approving the acts of said attorneys and any of them and any such substitute.

This Power of Attorney may be executed in multiple counterparts, each of which shall be deemed an original with respect to the person executing it.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the 24th day of May, 2022.

/s/ Alok Maskara

Alok Maskara
Chief Executive Officer

/s/ Joseph W. Reitmeier

Joseph W. Reitmeier
Executive Vice President and Chief Financial Officer

/s/ Chris A. Kosel

Chris A. Kosel
Vice President, Controller and Chief Accounting Officer

/s/ Todd J. Teske

Todd J. Teske
Chairman of the Board of Directors

/s/ Sherry L. Buck

Sherry L. Buck
Director

/s/ Janet K. Cooper

Janet K. Cooper
Director

/s/ Max H. Mitchell

Max H. Mitchell
Director

/s/ John W. Norris, III

John W. Norris, III
Director

/s/ Karen H. Quintos

Karen H. Quintos
Director

/s/ Kim K.W. Rucker

Kim K.W. Rucker
Director

/s/ Gregory T. Swienton

Gregory T. Swienton
Director

/s/ Shane D. Wall

Shane D. Wall
Director

**LENNOX INTERNATIONAL INC.
2022 EMPLOYEE STOCK PURCHASE PLAN**

SECTION 1. PURPOSE.

This Lennox International Inc. 2022 Employee Stock Purchase Plan (the “Plan”) is intended to advance the interests of Lennox International Inc., a Delaware corporation (the “Company”) and its stockholders by allowing employees of the Company and those subsidiaries of the Company that participate in the Plan the opportunity to purchase shares of the Company’s common stock, par value \$.01 per share (“Common Stock”). It is intended that the Plan will constitute an “employee stock purchase plan” within the meaning of Section 423 of the Internal Revenue Code of 1986, as amended from time to time (the “Code”), and the Plan will be interpreted and administered in accordance with such intent; provided, however, that the Compensation and Human Resources Committee (the “Committee”) of the Board of Directors of the Company (the “Board”) may also authorize grants of separate rights under the Plan (to run concurrently with the fiscal quarters described herein) that are not intended to comply with Section 423 of the Code, pursuant to any rules, procedures, or sub-plans adopted by the Committee for such purpose, the terms of which grants may differ from the terms set forth herein to the extent such differing terms would not cause a grant under the Plan that is intended to comply with Section 423 of the Code to fail to so comply.

SECTION 2. ADMINISTRATION.

The Plan will be administered by the Committee. The majority of the Committee will constitute a quorum, and the Committee may act by a majority of its members present at any meeting at which a quorum is present or by all members acting unanimously by written consent.

The Committee’s interpretation and construction of the Plan or of any subscription to purchase shares of Common Stock under it will be final. The Committee, in its discretion, may establish any policies or procedures that are relevant to the operation and administration of the Plan and may adopt rules for the administration of the Plan. Each subsidiary (as defined below) of the Company is eligible to participate in the Plan (or any grant under the Plan) if so designated by the Company. The Company will, from time to time, designate the subsidiaries of the Company whose employees will be eligible to participate in the Plan (or any grant under the Plan). The Company may also remove subsidiaries as eligible to participate in the Plan (or any grant under the Plan). No member of the Committee will be liable for any action or determination made in good faith with respect to the Plan or any subscription to purchase shares under it. For purposes of this Plan, the term “subsidiary” means any corporation in which the Company directly or indirectly owns or controls more than 50 percent of the total combined voting power of all classes of stock issued by the corporation.

SECTION 3. DEFINITIONS.

For purposes of the Plan:

(a) The term “Effective Date” has the meaning given in Section 10 of the Plan.

(b) The term “Eligible Employee” means each person who is an employee of the Company or of a participating subsidiary of the Company, except that the Company may exclude (i) employees whose customary employment is 20 hours a week or less or not more than 5 months in any calendar year, (ii) employees who have been employed less than 2 years and (iii) employees who are citizens or residents of a foreign jurisdiction if the offering or acceptance of a subscription to or by such employees is prohibited by applicable foreign laws or if compliance with such applicable foreign laws would cause the Plan or the subscription to violate the requirements of Section 423 of the Code. A highly compensated employee (within the meaning of Section 414(q) of the Code) who is an “officer” (as such term is defined in Section 16a-1(f) of the Securities Exchange Act of 1934) of the Company may not be an Eligible Employee.

(c) The term “Participant” means an Eligible Employee who has a Subscription and Authorization Form (as defined below) in effect.

(d) The term “Plan Administrator” means a brokerage firm selected by the Company to maintain the Stock Accounts and perform such other administrative duties relating to the Plan as the Company may deem advisable and are permitted by applicable law.

(e) The term “Purchase Date” means the last business day of the fiscal quarter in which the related Subscription Date occurs.

(f) The term “Stock Account” means an account or participant trust maintained by a brokerage firm selected by the Company with respect to each Participant as contemplated by Section 6(g) below.

(g) The term “Subscription Date” means the first business day of each fiscal quarter of the Company while the Plan is effective. The first Subscription Date under the Plan will be July 1, 2022, or the first business day of a subsequent quarter, as determined by the Committee.

SECTION 4. PARTICIPATION.

An Eligible Employee may subscribe to purchase shares of Common Stock under the terms of the Plan and will evidence his or her agreement to subscribe for shares by completing a written or electronic agreement in the form and manner requested by the Company (the “Subscription and Authorization Form”). Subject to the provisions of Section 6(b), a Subscription and Authorization Form will take effect on the first Subscription Date that is within a reasonable time after it has been provided by the Company, but in no event later than the first Subscription Date which is at least 60 days after the date on which the Eligible Employee files the Subscription and Authorization Form. Notwithstanding the foregoing, if immediately after a Subscription Date a Participant owns, or holds options to purchase, stock possessing 5 percent or more of the total combined voting power or value of all classes of stock of the Company or any subsidiary of the Company, that Participant may not subscribe to purchase shares on the immediately following Purchase Date. For purposes of this paragraph, stock ownership of an individual will be determined under the rules of Section 424(d) of the Code. In the Subscription and Authorization Form, an Eligible Employee will designate any whole percentage to be withheld from such Eligible Employee’s compensation (as defined below) for each payment remitted by the Company to the Eligible Employee and used to purchase shares of Common Stock on the next Purchase Date, subject to the provisions of Section 6(d) and the following limitations: (a) the whole percentage designated by such Eligible Employee cannot be less than 1 percent of his or her compensation (except as provided in Section 6(b) of the Plan or as otherwise determined by the Committee) and cannot exceed 20 percent of his or her compensation; (b) the maximum number of shares of Common Stock that can be purchased by any one Participant on any Purchase Date cannot exceed 500 shares of Common Stock; and (c) the Committee may establish from time to time minimum payroll deductions. For purposes of converting the payroll deductions of Canadian participants, the US\$/CAD exchange rate used for the purpose of such calculations shall be the rate published in The Wall Street Journal on the date of purchase. For purposes of this Plan, the term “compensation” means base salary, regular hourly wages, and sales commissions (prior to any reductions in either).

SECTION 5. COMMON STOCK.

The stock purchased under the Plan will be Treasury shares, shares purchased on the open market, shares of original issuance or a combination of the foregoing. Subject to the provisions of Section 6(h), purchases under the Plan cannot exceed 1,000,000 shares in the aggregate of Common Stock. If the dollar amount of shares of Common Stock subscribed for in any quarter exceeds the number of shares of Common Stock available to be purchased under the Plan, the shares of Common Stock available to be purchased will be allocated on a pro rata basis among the subscriptions.

SECTION 6. TERMS AND CONDITIONS OF SUBSCRIPTIONS.

Subscriptions will be evidenced by a Subscription and Authorization Form in a form provided by the Company. All Participants subscribing to purchase shares will have the same rights and privileges (except as otherwise provided in Section 4), and all subscriptions will be subject to the following terms and conditions and those in the Prospectus for the Common Stock to be issued under the Plan (the “Prospectus”):

- (a) *Purchase Price.* The purchase price will be 95 percent of the fair market value of Common Stock on the Purchase Date. During such time as Common Stock is traded on the New York Stock Exchange, the fair market value per share will be the closing price of Common Stock on the Purchase Date (or on the next preceding regular business date when shares of Common Stock are traded if no shares of Common Stock were traded on the Purchase Date). Subject to the foregoing, the Committee has full authority and discretion in fixing the purchase price, subject to applicable legal requirements, including under Section 409A of the Code.
- (b) *Medium and Time of Payment.* The purchase price will be payable in full in U.S. dollars, pursuant to uniform policies and procedures established by the Committee. The funds required for payment will be derived by withholding from a Participant’s compensation. A Participant will have the right, during the period between the sixteenth day of the second month prior and twenty-second day of the month prior to the start of a fiscal quarter, to change his or her subscription for such fiscal quarter and all subsequent fiscal quarters or to withdraw from the Plan; provided, however, that, with respect to the fiscal quarter commencing on July 1, 2022 (the “First Offering Quarter”), Eligible Employees may not subscribe to purchase shares of Common Stock under this Plan prior to May 20, 2022. With respect to the First Offering Quarter, if an Eligible Employee who participated in the immediately preceding offering under the Lennox International Inc. 2012 Employee Stock Purchase Plan does not take action to change or revoke such Eligible Employee’s subscription for such immediately preceding offering (the “Prior Subscription”) prior to June 22, 2022, such Eligible Employee’s Prior Subscription will apply to the First Offering Quarter and future fiscal quarters under the 2022 ESPP until changed or withdrawn. A Participant will have the right to cancel his or her subscription in whole for any fiscal quarter and to obtain a refund of amounts withheld from his or her compensation for such fiscal quarter by submitting a written request by the 15th calendar day of the month prior to the month in which the Purchase Date for such fiscal quarter occurs. Those amounts will thereafter be paid to the Participant within a reasonable period of time.
- (c) *No Interest on Employee Funds.* No interest will accrue on any amounts withheld from a Participant’s compensation.
- (d) *Accrual Limitation.* No subscription will permit the rights of a Participant to purchase stock under all “employee stock purchase plans” (as defined in the Code) of the Company and its subsidiaries to accrue, under the rules set forth in Section 423(b)(8) of the Code, at a rate which exceeds \$25,000 of fair market value of such stock (determined at the time of subscription) for each calendar year.
- (e) *Termination of Employment.* If a Participant ceases to be an Eligible Employee for any reason before any applicable Purchase Date, the total unused payments credited to his or her account on the date of termination will be refunded to the Participant (or his or her estate) within a reasonable time, without interest, and no purchase will be made with respect to such Participant on such Purchase Date.
- (f) *Transferability.* Payments credited to a Participant’s account, and any rights to subscribe to purchase shares of Common Stock under the Plan, cannot be transferred by a Participant, except by the laws of descent and distribution.
- (g) *Custody of Shares.* All shares of Common Stock purchased as provided in the Plan will be initially maintained in separate Stock Accounts for the Participants by the Plan Administrator. The Company will deliver the shares to the Stock Account as soon as reasonably practicable after the close of the applicable Purchase Date. A Participant will be free to undertake a disposition (as that term is defined in Section 424 of the Code) of the shares in his or her Stock Account at any time, whether by sale, exchange, gift or other transfer of legal title, and to move those shares to another brokerage account of the Participant’s choosing. The Plan Administrator may require, in its sole discretion, that the Participant bear the cost of transferring such shares.

(h) *Adjustments.* Subject to the requirements of Section 424 of the Code to the extent applicable, the Committee shall make or provide for such adjustments in the purchase price and in the number or kind of shares of Common Stock or other securities covered by outstanding subscriptions, or specified in the second sentence of Section 5 of the Plan, as the Committee in its sole discretion, exercised in good faith, may determine is equitably required to prevent dilution or enlargement of the rights of Participants that would otherwise result from (i) any stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company; (ii) any merger, consolidation, spin-off, split-off, spin-out, split-up, separation, reorganization, partial or complete liquidation, or other distribution of assets, issuance of rights or warrants to purchase stock; or (iii) any other corporate transaction or event having an effect similar to any of the foregoing. Moreover, in the event of any such transaction or event, the Committee, in its discretion, may provide in substitution for any or all outstanding subscriptions under this Plan such alternative consideration as it, in good faith, may determine to be equitable in the circumstances.

(i) *Rights as a Stockholder.* A Participant will have no rights as a stockholder with respect to any Common Stock covered by his or her subscription until the Purchase Date following payment in full. No adjustment will be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights for which the record date is prior to the date of such purchase, except as provided in Section 6(h) of the Plan.

(j) *Fractional Shares.* Unless otherwise determined by the Committee, fractional shares may be purchased under the Plan and credited to an account for the Participant.

(k) *Other Provisions.* The Subscription and Authorization Form and the Prospectus will contain such other provisions as the Company may deem advisable and that do not conflict with the terms of the Plan.

SECTION 7. TERM OF PLAN.

The Plan shall continue in effect until the earlier of (a) its termination by the Board, and (b) the issuance of all Common Stock available for issuance under the Plan.

SECTION 8. GOVERNING LAW.

The Plan will be governed by and interpreted consistently with the laws of the State of Delaware, except as may be necessary to comply with applicable requirements of federal law.

SECTION 9. AMENDMENT OF THE PLAN.

The Plan may be amended from time to time by the Committee, but unless approved by the stockholders, no amendment will (a) increase the aggregate number of shares of Common Stock that may be issued and sold under the Plan (except that adjustments authorized by Section 6(h) of the Plan will not be limited by this provision) or (b) materially modify the requirements as to eligibility for participation in the Plan.

SECTION 10. APPROVAL OF STOCKHOLDERS/EFFECTIVE DATE.

The Plan will take effect upon March 11, 2022, the date of its adoption by the Board (the "Effective Date"); however, any subscriptions and purchases under the Plan will be null and void unless the Plan is approved by a vote of the holders of a majority of the total number of outstanding shares of voting stock of the Company present in person or by proxy at a meeting at which a quorum is present in person or by proxy, which approval must occur within the period of 12 months before or after the date the Plan is adopted by the Board.

CALCULATION OF FEE TABLE
FORM S-8
(Form Type)
LENNOX INTERNATIONAL INC.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered (2)	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common stock, par value \$0.01 per share, that may be issued under the Lennox International Inc. 2022 Employee Stock Purchase Plan	457(c) and 457(h)	1,000,000	\$207.09 (3)	\$207,090,000 (3)	0.0000927	\$19,197.24
Total Offering Amounts							\$19,197.24
Total Fee Offsets							N/A
Net Fee Due							\$19,197.24

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement also covers such indeterminable number of additional shares of common stock of the Registrant as may become issuable under the Registrant's 2022 Employee Stock Purchase Plan (the "2022 ESPP"), by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the Registrant's receipt of consideration which results in an increase in the number of outstanding shares of common stock.
- (2) Represents shares of common stock, \$0.01 par value per share, of the Registrant issuable pursuant to the 2022 ESPP being registered hereon.
- (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and Rule 457(h) of the Securities Act, based upon the average of the high and low prices of the common stock of the Registrant on the New York Stock Exchange on May 18, 2022.