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

**FORM 8-K**

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

**Date of Report (Date of earliest event reported): December 13, 2010**

**LENNOX INTERNATIONAL INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**001-15149**

(Commission File Number)

**42-0991521**

(IRS Employer Identification No.)

**2140 Lake Park Blvd.**

**Richardson, Texas**

(Address of principal executive offices)

**75080**

(Zip Code)

Registrant's telephone number, including area code: **(972) 497-5000**

**Not Applicable**

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(b) Resignation of Director Steven R. Booth

On December 8, 2010, Steven R. Booth informed Lennox International Inc. (the "Company") of his resignation from its Board of Directors (the "Board") effective that day.

(d) Election of Director Gregory T. Swienton

On December 10, 2010, the Board, as permitted under its Amended and Restated Bylaws, elected Gregory T. Swienton to fill the board seat created by Mr. Booth's resignation. Mr. Swienton's term will expire at the 2012 annual meeting of stockholders.

Mr. Swienton is expected to be named to the Compensation and Human Resources Committee (the "CHRC") and Public Policy Committee.

As compensation for his service on the Board, Mr. Swienton will receive an annual retainer of \$90,000, at least \$20,000 of which must be taken in the form of common stock of the Company, in accordance with the Company's Board of Director compensation program. In addition, on December 10, 2010, Mr. Swienton received a grant of 2,056 restricted stock units ("RSUs"). The RSUs will vest, subject to Mr. Swienton's continued service as a director of the Company, three years following the grant date. The other terms and conditions of Mr. Swienton's grant are set forth in the Restricted Stock Unit Award Agreement for Non-Employee Directors to be entered into between the Company and Mr. Swienton, the form of which is filed as an exhibit to this Form 8-K and incorporated herein by reference. The compensation described above is consistent with the Company's Board compensation program applicable to the Company's other Board members.

Mr. Swienton and the Company plan to enter into an indemnification agreement (the "Indemnification Agreement") which will provide indemnification protection for Mr. Swienton in connection with his service as a director of the Company. The agreement will be substantially similar to the form filed as Exhibit 10.15 to the Company's Registration Statement on Form S-1 (Registration No. 333-75725) filed on April 6, 1999 and incorporated herein by reference.

The Company issued a press release announcing Mr. Swienton's election on December 13, 2010, which is attached to this Form 8-K as Exhibit 99.1.

(e) Long-Term Incentive Awards

On December 9, 2010, the Company's CHRC approved awards under the Company's 2010 Incentive Plan, as amended and restated, of performance share units ("PSUs"), RSUs and stock appreciation rights ("SARs") to the Company's named executive officers. Subject to continued employment with the Company, the RSUs will vest three years from the date of grant. Subject to continued employment with the Company and the achievement of pre-determined performance goals, the PSUs will vest on December 31, 2013 (the end of the performance period). The number of actual PSUs that vest (if any) depends on the achievement of predetermined levels of Net Income and Return on Invested Capital over the three-year performance period. Subject to continued employment with the Company, one-third of the SAR awards will vest on each of the three anniversary dates following the date of grant.

The other terms and conditions of these awards are set forth in the Form of Long-Term Incentive Award Agreement for U.S. Employees — Vice President and Above, to be entered into between the Company and each named executive officer, which is filed as an exhibit to this Form 8-K and is incorporated herein by reference.

The CHRC approved awards to the Company's named executive officers in the following amounts:

<u>Named Executive Officer</u>	<u>PSUs (Target)</u>	<u>RSUs</u>	<u>SARs</u>
Todd M. Bluedorn	40,043	24,026	54,212
Robert W. Hau	9,050	5,430	12,252
Douglas L. Young	9,050	5,430	12,252
John D. Torres	9,050	5,430	12,252
Roy A. Rumbough	2,706	1,623	3,663

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
10.1	Form of Restricted Stock Unit Award Agreement for Non-Employee Directors
10.2	Form of Long-Term Incentive Award Agreement for U.S. Employees — Vice President and Above
99.1	Press Release dated December 13, 2010

**SIGNATURES**

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

LENNOX INTERNATIONAL INC.

Date: December 13, 2010

By: /s/ Robert L. Villaseñor

Name: Robert L. Villaseñor

Title: Director, Securities Law and Assistant Secretary

**LENNOX INTERNATIONAL INC.**  
**Restricted Stock Unit Award Agreement**  
**Non-Employee Directors**

THIS AGREEMENT (“Agreement”) is made as of \_\_\_\_ (the “Award Date”), by and between Lennox International Inc., a Delaware corporation (the “Company”), and \_\_\_\_ (“Participant”).

The Company has adopted the Lennox International Inc. 2010 Incentive Plan, as amended and restated (the “Plan”), the terms of which are incorporated by reference and made a part of this Agreement, for the benefit of eligible employees, directors, consultants or advisors of the Company and its Subsidiaries. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Plan.

Pursuant to the Plan, the Committee, which has responsibility for administering the Plan, has determined that it is in the interest of the Company and its stockholders to make this award in order to increase Participant’s personal interest in the continued success and progress of the Company, to foster and enhance the long-term profitability of the Company for the benefit of its shareholders by offering the incentive of long-term rewards, and to encourage Participant to remain a director of the Company.

The Company and Participant therefore agree as follows:

1. **Grant of Award.** Subject to the terms and conditions of this Agreement, the Company grants to Participant on the Award Date for the period beginning on \_\_\_\_ and ending on \_\_\_\_ (the “Retention Period”), an award of \_\_\_\_ Restricted Stock Units (“RSUs” and such award, the “RSU Award”).

2. **Conditions for Vesting.** Subject to Section 5 of this Agreement, at the end of the Retention Period, the RSU Award will vest and be distributed to Participant (the “Earned RSUs”).

3. **Method and Time of Payment.** Except as otherwise provided in Section 5, Earned RSUs will be paid within 30 days following the end of the Retention Period by the Company delivering to Participant a number of whole shares of Common Stock equal to the number of Earned RSUs, minus any shares of Common Stock withheld for taxes pursuant to Section 4 below.

4. **Withholding for Taxes.** Participant acknowledges and agrees that the Company may deduct from the shares of Common Stock otherwise deliverable in connection with the Earned RSUs a number of whole shares of Common Stock (valued at their Fair Market Value on the date of distribution of the Earned RSUs) that is equal to no more than the minimum statutory amount of all Federal, state and local taxes required to be withheld by the Company in connection with such delivery, as determined by the Company.

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5. **Termination of Directorship.** If Participant's directorship with the Company is terminated for any reason (other than "For Cause" or performance as determined by a majority of the remaining directors) prior to the expiration of the Retention Period, the RSU Award will become fully vested and be distributed to Participant within 30 days of termination. "For Cause" as used in this Agreement means (a) any violation by Participant of the Company's written policies as they may exist or be created or modified from time to time in the future; (b) any state or federal criminal conviction, including, but not limited to, entry of a plea of nolo contendere or deferred adjudication upon a felony or misdemeanor charge; (c) the commission by Participant of any material act of misconduct or dishonesty; (d) any intentional or grossly negligent action or omission to act that breaches any covenant, agreement, condition or obligation contained in any written Agreement with the Company; or (e) acts that in any way have a direct, substantial, and adverse effect on the Company's reputation. If Participant's directorship with the Company is terminated "For Cause" or performance as determined by a majority of the remaining directors prior to the expiration of the Retention Period, then, immediately after termination of Participant's directorship, the RSU Award will be cancelled.

6. **No Stockholder Rights.** Participant will not be deemed for any purpose, including voting rights and dividends or dividend equivalents, to be, or to have any of the rights of, a stockholder of the Company with respect to any shares of Common Stock as to which the RSU Award relates until such shares are issued to Participant by the Company. The existence of this Agreement will not affect the right or power of the Company or its stockholders to accomplish any corporate act.

7. **Restrictions Imposed by Law.** Participant agrees that the Company will not be obligated to deliver any shares of Common Stock if counsel to the Company determines that such delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Common Stock may be listed or quoted. The Company will not be obligated to take any affirmative action to cause the delivery of shares of Common Stock to comply with any such law, rule, regulation or agreement.

8. **Notice.** Unless the Company notifies Participant in writing of a different procedure, any notice or other communication to the Company with respect to this Agreement must be in writing and delivered personally or by first class mail, postage prepaid, to the following address:

Lennox International Inc.  
c/o Corporate Secretary  
2140 Lake Park Boulevard  
Richardson, Texas 75080

Any notice or other communication to Participant with respect to this Agreement must be in writing and delivered personally, or sent by first class mail, postage prepaid, to Participant's address as listed in the records of the Company on the Award Date, unless the Company has received written notification from Participant of a change of address.

9. **Amendment.** This Agreement may be supplemented or amended from time to time as approved by the Committee as contemplated by Section 4.2 of the Plan.

10. **Governing Law.** This Agreement is governed by Delaware law.

11. **Construction.** This Agreement is entered into, and the RSU Award is granted, pursuant to the Plan and governed by and construed in accordance with the Plan and the administrative interpretations adopted by the Committee under the Plan. In the event of any inconsistency between the terms of the Plan and this Agreement, the terms of the Plan will control.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties to this Agreement with respect to the RSU Award and replaces and makes null and void any prior agreements, oral or written, between Participant and the Company regarding the RSU Award.

13. **Participant Acceptance.** Participant must accept the terms and conditions of this Agreement by electronic signature or by signing in the space below and returning a signed copy to the Company.

ACCEPTED:

Signed: \_\_\_\_\_  
«First» «Last»

Date: \_\_\_\_\_  
«Date»

**LENNOX INTERNATIONAL INC.**  
**Long-Term Incentive Award Agreement**  
**U.S. Employees — Vice President and Above**

THIS AGREEMENT (“Agreement”) is made as of \_\_\_\_\_ (the “Award Date”), by and between Lennox International Inc., a Delaware corporation (the “Company”), and \_\_\_\_\_ (“Participant”).

The Company has adopted the Lennox International Inc. 2010 Incentive Plan, as amended and restated (the “Plan”), the terms of which are incorporated by reference and made a part of this Agreement, for the benefit of eligible employees, directors, consultants or advisors of the Company and its Subsidiaries (together, “LII”). Capitalized terms used and not otherwise defined in this Agreement have the meanings set forth in the Plan.

Pursuant to the Plan, the Committee, which has responsibility for administering the Plan, has determined that it is in the interest of the Company and its stockholders to make the awards provided in this Agreement in order to increase Participant’s personal interest in the continued success and progress of the Company, to foster and enhance the long-term profitability of the Company for the benefit of its shareholders by offering the incentive of long-term rewards, and to encourage Participant to remain in the employ of LII.

The Company and Participant therefore agree as follows:

1. **Grant of Awards.** Subject to the terms and conditions in this Agreement, the Company grants to Participant on the Award Date:

(a) PSU Award — for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ (the “Performance Period”), an award of \_\_\_\_\_ performance share units (“PSUs” and such award, the “PSU Award”);

(b) RSU Award — for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ (the “Retention Period”), an award of \_\_\_\_\_ Restricted Stock Units (“RSUs” and such award, the “RSU Award”); and

(c) SAR Award — for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ (the “SAR Period”), \_\_\_\_\_ Stock Appreciation Rights (“SARs” and such award, the “SAR Award”) at a grant price of \$ \_\_\_\_\_ per share of Common Stock (the Fair Market Value of a share of Common Stock on the date of grant).

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## 2. Conditions for Vesting.

(a) PSU Award — Fifty percent (50%) of the PSU Award is based upon achievement of core net income growth rate performance goals (“Net Income”) for the Performance Period, and fifty percent (50%) of the PSU Award is based upon achievement of return on invested capital performance goals (“ROIC”) for the Performance Period. Subject to Section 5 of this Agreement, at the end of the Performance Period, the Committee will evaluate the Company’s attained levels of performance with respect to Net Income and ROIC to determine the number of whole PSUs earned, if any, by Participant (the “Earned PSUs”). The Committee will determine Participant’s total Earned PSUs for such period by reference to the following performance matrix:

### PSU Award — Performance Goals

	Threshold	Target	Maximum
Earned PSUs Payout Levels	50%	100%	200%
Net Income: 3-year compound annual growth rate			
ROIC: 3-year weighted average*			

\* lowest-year ROIC weighted 20%, remaining years weighted 40% each

If, at the end of the Performance Period, the threshold, target or maximum performance goal set forth in the performance matrix above has been attained for either or both of the Net Income or ROIC performance goals, Participant will vest in Earned PSUs as provided in the performance matrix set forth above. If the attained level of performance for either performance goal is between the threshold and target, or between the target and maximum, performance goals set forth in the performance matrix above, Earned PSUs for such performance goal will be determined on an interpolated basis.

(b) RSU Award — Subject to Section 5 of this Agreement, at the end of the Retention Period, the RSU Award will vest (the “Earned RSUs”).

(c) SAR Award — Subject to Section 5 of this Agreement, the SAR Award may be exercised only to the extent the SAR Award has become vested (the “Earned SARs”) according to the following schedule:

Date	SARs Vested
	33 1/3%
	66 2/3%
	100%

Earned SARs may be exercised in whole or in part at any time until expiration of the SAR Period, subject to Section 5 of this Agreement.

### 3. Method and Time of Payment.

(a) PSU Award — Except as otherwise provided in Section 5, Earned PSUs will be paid within 2.5 months following the end of the Performance Period, minus any shares of Common Stock withheld for taxes pursuant to Section 4 below. Earned PSUs will be paid in the form of the nearest number of whole shares of Common Stock which is equal to or less than the Earned PSUs determined by the reference to the performance matrix specified in Section 2(a) above.

(b) RSU Awards — Except as otherwise provided in Section 5, Earned RSUs will be paid within 30 days following the end of the Retention Period. Earned RSUs will be paid in whole shares of Common Stock equal to the number of Earned RSUs, minus any shares of Common Stock withheld for taxes pursuant to Section 4 below.

(c) SAR Award — Subject to withholding for taxes pursuant to Section 4 below, within 30 days of the date of exercise, the Company will deliver to Participant for each Earned SAR that is being exercised (“Exercised SAR”) a number of shares of Common Stock, in the form of the nearest number of whole shares of Common Stock, equal to the excess (if any) of the most recent publicly quoted sale price of a share of Common Stock at the time of exercise over the grant price of the SAR on the Award Date. If on the last day of the SAR Period (i) the Fair Market Value of a share of Common Stock exceeds the grant price of the SAR on the Award Date, (ii) Participant has not exercised the Earned SARs and (iii) the SAR Award has not otherwise been cancelled, then the Earned SARs will be deemed to have been exercised by Participant as of such day, and the Company will settle the Exercised SARs in accordance with this Section 3(c).

4. **Withholding for Taxes.** Participant acknowledges and agrees that the Company may deduct from the shares of Common Stock otherwise deliverable in connection with Earned PSUs, Earned RSUs and Exercised SARs a number of whole shares of Common Stock (in the case of Earned PSUs and Earned RSUs, valued at the Fair Market Value of Common Stock on the date of distribution of the Earned PSUs and Earned RSUs; in the case of Earned SARs, valued at the most recent publicly quoted sale price of Common Stock at the time of exercise of the Earned SARs) that is equal to no more than the minimum statutory amount of all Federal, state and local taxes required to be withheld by the Company in connection with such delivery, as determined by the Company.

5. **Termination of Employment.** Unless otherwise determined by the Committee in its sole discretion, the PSU Award, the RSU Award and the SAR Award will terminate at the times specified below:

(a) If, prior to the end of the Performance Period, Retention Period or SAR Period, Participant terminates employment with LII voluntarily or is terminated by LII for Cause (as defined in any applicable employment agreement between LII and Participant or as determined by the Committee in its sole discretion in the absence of any such employment agreement), then, immediately after Participant’s termination, the PSU Award, RSU Award or SAR Award will be cancelled.

(b) If, prior to the end of the Performance Period, Retention Period or SAR Period, Participant's employment with LII is terminated by LII not for Cause, then, (i) immediately after Participant's termination, the PSU Award or RSU Award will be cancelled, and (ii) immediately after Participant's termination, the Earned SARs will continue to be exercisable subject to the SAR Period for 90 days following Participant's termination, and the remainder of the SAR Award will be cancelled.

(c) If, prior to the end of the SAR Period, Participant's employment with LII is terminated by LII for any reason within one year following a Change in Control, then the Earned SARs will continue to be exercisable subject to the SAR Period for 90 days following Participant's termination, and the remainder of the SAR Award will be cancelled.

(d) If, prior to the end of the Performance Period, Retention Period or SAR Period, Participant's employment with LII terminates by reason of Participant's retirement, and in connection with such termination of employment (i) Participant is at least 65 years of age, (ii) Participant is at least 62 years of age and has achieved at least 10 years of service with LII or (iii) the number of years of service Participant has achieved with LII plus Participant's age equals at least 80, then (x) Participant will earn a pro rata amount of the PSU Award based upon the Company's attainment of its performance goals in accordance with the performance matrix described in Section 2(a) above, determined at the end of the Performance Period, and the remainder of the PSU Award will be cancelled, (y) Participant will earn a pro rata amount of the RSU Award based upon the portion of the Retention Period during which Participant served as an employee of LII, determined as of the date of such retirement, and the remainder of the RSU Award will be cancelled, and (z) the Earned SARs will continue to be exercisable for the remainder of the SAR Period, and the remainder of the SAR Award will be cancelled. In the case of the PSU Award, any pro rata amount earned will be payable within 2.5 months after the end of the Performance Period, and in the case of the RSU Award, any pro rata amount earned will be payable within 30 days after the end of the Retention Period.

(e) If, prior to the end of the Performance Period, Retention Period or SAR Period, Participant dies or incurs a Disability, then (i) Participant, or in the event of Participant's death, Participant's beneficiary, will earn a pro rata amount of the PSU Award based upon the Company's attainment of its performance goals in accordance with the performance matrix described in Section 2(a) above (as determined in the sole discretion of the Committee), determined as of the date of death or Disability, and the remainder of the PSU Award will be cancelled, (ii) Participant, or in the event of Participant's death, Participant's beneficiary, will earn a pro rata amount of the RSU Award based upon the portion of the Retention Period during which Participant served as an employee of LII, determined as of the date of death or Disability, and the remainder of the RSU Award will be cancelled, and (iii) the SAR Award will become fully vested and exercisable and will continue to be exercisable for the remainder of the SAR Period. In the case of the PSU Award, any pro rata amount earned will be payable within 2.5 months after the date of death or Disability, and in the case of the RSU Award, any pro rata amount earned will be payable within 30 days after the date of death or Disability.

6. **No Stockholder Rights.** Participant will not be deemed for any purpose, including voting rights and dividends or dividend equivalents, to be, or to have any of the rights of, a stockholder of the Company with respect to any shares of Common Stock as to which the PSU Award, the RSU Award or the SAR Award relate until such shares are issued to Participant by the Company. The existence of this Agreement will not affect the right or power of the Company or its stockholders to accomplish any corporate act.

7. **Restrictions Imposed by Law.** Participant agrees that the Company will not be obligated to deliver any shares of Common Stock if counsel to the Company determines that such delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Common Stock may be listed or quoted. The Company will not be obligated to take any affirmative action to cause the delivery of shares of Common Stock to comply with any such law, rule, regulation or agreement.

8. **Notice.** Unless the Company notifies Participant in writing of a different procedure, any notice or other communication to the Company with respect to this Agreement must be in writing and delivered personally or by first class mail, postage prepaid, to the following address:

Lennox International Inc.  
c/o Corporate Secretary  
2140 Lake Park Boulevard  
Richardson, Texas 75080

Any notice or other communication to Participant with respect to this Agreement must be in writing and delivered personally, or sent by first class mail, postage prepaid, to Participant's address as listed in the records of the Company on the Award Date, unless the Company has received written notification from Participant of a change of address.

9. **Amendment.** This Agreement may be supplemented or amended from time to time as approved by the Committee as contemplated by Section 4.2 of the Plan.

10. **Participant Employment.** Nothing contained in this Agreement, and no action of the Company or the Committee, will confer or be construed to confer on Participant any right to continue in the employ of LII or interfere in any way with the right of LII to terminate Participant's employment at any time, with or without cause, subject, however, to the provisions of any employment agreement between Participant and LII.

11. **Governing Law.** This Agreement is governed by Delaware law.

12. **Construction.** This Agreement is entered into, and the PSU Award, RSU Award and SAR Award are granted, pursuant to the Plan and are governed by and construed in accordance with the Plan and the administrative interpretations adopted by the Committee under the Plan. In the event of any inconsistency between the terms of the Plan and this Agreement, the terms of the Plan will control.

13. **Entire Agreement.** Subject to the provisions of any applicable written employment agreement or change in control agreement between Participant and LII, this Agreement contains the entire agreement between the parties to this Agreement with respect to the PSU Award, the RSU Award and the SAR Award and replaces and makes null and void any prior agreements, oral or written, between Participant and the Company regarding the PSU Award, the RSU Award and the SAR Award.

14. **Participant Acceptance.** Participant must accept the terms and conditions of this Agreement by electronic signature or by signing in the space below and returning a signed copy to the Company.

ACCEPTED:

Signed: \_\_\_\_\_  
«First» «Last»

Date: \_\_\_\_\_  
«Date»

**Lennox International appoints Gregory Swienton to board of directors**

(DALLAS, December 13) — Lennox International Inc. announced the appointment of Gregory T. Swienton as a director, effective December 10, 2010. Mr. Swienton is currently Chairman and Chief Executive Officer of Ryder System, Inc., a Fortune 500 global transportation and supply chain management solutions company. He earned his MBA from the University of Chicago and a BBA degree from Chicago's Loyola University.

“We’re pleased to be able to draw on Greg’s 35-plus years of extensive and impressive international leadership experience with some of the world’s premier companies,” said Rich Thompson, LII chairman. “His deep expertise in global distribution and supply chain innovations, as well as his leadership in growth initiatives, will prove invaluable to LII operations around the world.”

Lennox International Inc. is a global leader in the heating, ventilation, air conditioning, and refrigeration markets. Lennox International stock is traded on the New York Stock Exchange under the symbol “LII.” Additional information is available at <http://www.lennoxinternational.com> or by contacting Ozzie Buckler, director, communications and public relations, at 972-497-7456.