
**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 11, 2008

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**

(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.

(e)

Change in Control Agreement

On December 11, 2008, Lennox International Inc. (the "Company") entered into Change in Control Agreements ("CIC Agreements") with the named executive officers and certain other executive officers of the Company, replacing any existing Change of Control Employment Agreements with the individuals. The CIC Agreements have a term that extends from December 11, 2008 until December 31, 2009 with automatic one year extensions thereafter. The CIC Agreements provide that upon a Change in Control (as defined therein) all equity awards shall immediately vest and become exercisable at the highest possible award level. In addition, if within two years after a Change in Control occurs (or within six months prior to a Change in Control) the named executive officer's employment is terminated by the Company without Cause (as defined therein) or by the executive for Good Reason (as defined therein), the named executive officer will be entitled to a lump sum payment equal to (i) three times the named executive officer's annual base salary, plus (ii) three times the named executive officer's target short-term incentive bonus percentage multiplied by the named executive officer's annual base salary, plus (iii) an amount equal to the named executive officer's target short-term incentive bonus percentage multiplied by the named executive officer's annual base salary prorated for any period consisting of less than twelve months, plus (iv) certain other specified benefits.

A copy of the form of CIC Agreement is filed as Exhibit 10.1 and is incorporated herein by reference.

Amendment to Supplemental Executive Retirement Plan

On December 11, 2008, the Company amended and restated the Company's Supplemental Executive Retirement Plan (the "SERP"). The amendment to the SERP was made to adjust the "offset" from the Company's underlying qualified retirement plans.

A copy of the SERP is filed as Exhibit 10.2 and is incorporated herein by reference.

Amendment to Profit Sharing Restoration Plan

On December 11, 2008, the Company amended and restated the Company's Profit Sharing Restoration Plan (the "PSRP"). The amendment to the PSRP was made to eliminate future contributions after the 2008 plan year.

A copy of the PRSP is filed as Exhibit 10.3 and is incorporated herein by reference.

Base Salaries, Short-Term Incentive Targets and Long-Term Incentive Awards

On December 11, 2008, the Company's Compensation and Human Resources Committee approved salaries and established target short-term incentive percentages for the Company's named executive officers (which officers were determined by reference to the Company's Proxy Statement, dated April 15, 2008) for the 2009 fiscal year. The base salaries for the Company's named executive officers for the 2009 fiscal year are identical to the base salaries established for fiscal year 2008. In addition, the target short-term incentive percentages for the Company's named executive officers for the 2009 fiscal year are substantially similar to the target short-term incentive percentages established for fiscal year 2008.

The Company's Compensation and Human Resources Committee also granted, under the Company's Amended and Restated 1998 Incentive Plan, performance share units, restricted stock units and stock appreciation rights to the Company's named executive officers. The form of the 2009 Long-Term Incentive Award Agreement for U.S. Employees is filed as Exhibit 10.4 to this current report and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
10.1	Form of Change in Control Agreement entered into between Lennox International Inc. and certain executive officers of Lennox International Inc.
10.2	Lennox International Inc. Supplemental Executive Retirement Plan
10.3	Lennox International Inc. Profit Sharing Restoration Plan
10.4	Form of 2009 Long-Term Incentive Award Agreement for U.S. Employees of Lennox International Inc.

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 17, 2008

By: /s/ Kenneth C. Fernandez
Name: Kenneth C. Fernandez
Title: Associate General Counsel

EXHIBIT INDEX

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**LENNOX INTERNATIONAL INC.
CHANGE IN CONTROL AGREEMENT**

THIS CHANGE IN CONTROL AGREEMENT (this "Agreement"), effective as of December 11, 2008 (the "Effective Date") is made by and between Lennox International Inc., a Delaware corporation (the "Company"), and [Name] ("Executive").

WHEREAS, the Company considers it essential to the best interests of its stockholders to foster the continued employment of key management personnel;

WHEREAS, the Board (as defined in Appendix A hereto) recognizes that, as is the case with many publicly held corporations, the possibility of a change in control exists and that such possibility, and the uncertainty and questions which may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its stockholders;

WHEREAS, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of key members of the Company's management, including Executive, to their assigned duties without the distraction of potentially disturbing circumstances arising from the possibility of a change in control;

WHEREAS, the Company wishes to enter into this Agreement to protect Executive's reasonable expectations regarding compensation and duties if a change in control of the Company occurs, thereby encouraging Executive to remain in the employ of the Company notwithstanding the possibility of a change in control;

WHEREAS, it is understood that if Executive has an existing employment agreement (the "Employment Agreement") with the Company, then this Agreement is intended to provide certain protections to Executive that are not afforded by the Employment Agreement; provided however, this Agreement is not intended to provide benefits that are duplicative of Executive's current benefits; and

WHEREAS, upon the Effective Date, this Agreement will supersede all previous agreements, if any, between the Company and Executive that provides benefits to Executive upon a change in control of the Company;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and Executive hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in effect through December 31, 2009; *provided, however*, that commencing on January 1, 2010 and each January 1 thereafter, this Agreement shall automatically be extended for one additional year (collectively, the "Term"); and *further provided, however*, that if a Change in Control (as defined in Appendix A hereto) shall have occurred during the Term, the Term shall expire two years following the event which constitutes a Change in Control.

2. Company's Obligations.

2.1 General Obligations. The Company agrees, under the conditions described herein, to pay Executive the Severance Payments (as defined in Section 5.1 herein) and the other payments and benefits described herein. No Severance Payments shall be payable under this Agreement unless there shall have been a termination of Executive's employment as described in Section 5.1.

2.2 Equity and Other Performance Based Awards. Notwithstanding anything to the contrary in this Agreement, upon a Change in Control, each and every stock option, stock appreciation right, restricted stock award, restricted stock unit award, performance share unit award and other equity-based award and any other performance award granted to Executive that is outstanding immediately prior to the Change in Control shall (i) immediately vest and become exercisable and any restrictions on the sale or transfer of such shares (other than any such restriction arising by operation of law) with respect to such shares shall terminate, and (ii) be considered to have vested at the highest possible award level with respect to each such award.

2.3 Notice of Change in Control. The Company shall promptly notify Executive in writing of the occurrence of a Change in Control.

3. Terms of Employment Post-CIC.

3.1 Employment Period. Upon a Change in Control, the Company hereby agrees to continue Executive in its employ, and Executive hereby agrees to remain in the employ of the Company, in accordance with, and subject to, the terms and provisions of this Agreement, for the period commencing on the date upon which there occurs a Change in Control and ending on the second anniversary of the Change in Control (the "CIC Employment Period").

3.2 Position and Duties.

(i) During the CIC Employment Period, (A) Executive's position (including status, offices, titles and reporting requirements), authority, duties and responsibilities shall be at least commensurate in all material respects with the most significant of those held, exercised and assigned by or to Executive at any time during the 90-day period immediately preceding the Change in Control, and (B) Executive's services shall be performed at the location where Executive was employed immediately preceding the Change in Control or at another location within 35 miles thereof.

(ii) During the CIC Employment Period, and excluding any periods of vacation and sick leave to which Executive is entitled, Executive agrees to devote reasonable attention and time to the business and affairs of the Company and, to the extent necessary to discharge the responsibilities assigned to Executive hereunder, to use Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. It is expressly understood and agreed that to the extent that any activities (including, but not limited to, service on corporate, civic or charitable boards or committees) have been conducted by Executive prior to the Change in Control, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the Change in Control shall not be deemed to interfere with the performance of Executive's responsibilities to the Company.

3.3 Compensation and Benefits.

(i) Annual Base Salary. During the CIC Employment Period, Executive shall receive an annual base salary not less than the base salary in effect immediately prior to the Change in Control (“Annual Base Salary”), which shall be paid in accordance with the normal business practice of the Company. During this period, the Annual Base Salary shall be reviewed at least annually and shall be increased at any time and from time to time as shall be substantially consistent with increases in base salary generally awarded in the ordinary course of business to executives of the Company and its affiliated companies. Any increase in Annual Base Salary shall not serve to limit or reduce any other obligation to Executive under this Agreement. Annual Base Salary shall not be reduced after any such increase and the term “Annual Base Salary” as utilized in this Agreement shall refer to Annual Base Salary as so increased. As used in this Agreement, the term “affiliated companies” shall include, when used with reference to the Company, any company controlled by, controlling or under common control with the Company.

(ii) Annual Bonus. In addition to Annual Base Salary, Executive shall be awarded, for each fiscal year or portion thereof during the CIC Employment Period, an annual bonus (the “Annual Bonus”) in cash equal to no less than the Executive’s target short-term incentive bonus percentage immediately prior to the Change in Control multiplied by the Executive’s Annual Base Salary, prorated for any period consisting of less than twelve full months. The Annual Bonus awarded for a particular fiscal year shall be paid no later than the fifteenth day of the third month following the end of such year.

(iii) Equity and Performance Based Awards. During the CIC Employment Period, Executive shall be granted on an annual basis a long-term incentive package consisting of stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance share unit awards and other equity-based awards and performance awards, as selected by the Company, with an aggregate value (as determined by an independent consulting firm selected by Executive and reasonably acceptable to the Company) that shall be not less than the aggregate value of the most valuable long-term incentive package awarded Executive in any of the three years immediately preceding the Change in Control.

(iv) Benefits. During the CIC Employment Period, Executive shall be entitled to the following benefits, in each such case, no less favorable, in the aggregate, than the most favorable plan, practice, program or policy of the Company and its affiliates applicable to similarly situated executives immediately in effect prior to the commencement of the Change in Control or in effect at any time after the Change in Control:

- (a) profit-sharing, savings and retirement plans that are tax-qualified under Section 401(a) of the Code (as defined in Appendix A hereto), and all plans that are supplemental to any such tax-qualified plans; and
- (b) welfare benefit plans, practices, policies and programs; and
- (c) prompt reimbursement for all reasonable expenses incurred by Executive; and
- (d) fringe benefits and perquisites; and
- (e) paid vacation.

4. Termination of Employment for Disability, Death and Cause.

4.1 Disability. During the CIC Employment Period, during any period that Executive fails to perform Executive's duties with the Company as a result of incapacity due to physical or mental illness, the Company shall pay Executive's salary to Executive at the rate in effect at the commencement of any such period, together with all compensation and benefits payable to Executive under the terms of the Company's written plans as in effect during such period, until Executive's employment is terminated by the Company for Disability (as defined in Appendix A hereto).

4.2 Death. During the CIC Employment Period, in the event of Executive's death, the Company shall pay to Executive's estate, Executive's salary, together with all compensation and benefits payable to Executive under the terms of the Company's written plans as in effect immediately prior to the date of death, through the date Executive's employment is terminated by death.

4.3 Cause. During the CIC Employment Period, the Company may terminate Executive's employment for Cause (as defined in Appendix A hereto). In such event, the Company shall pay Executive's salary, together with all compensation and benefits payable to Executive under the terms of the Company's written plans as in effect immediately prior to the date the Executive's employment is terminated for Cause.

5. Termination of Employment by Company without Cause or by Executive for Good Reason.

5.1 Payments to Executive. If Executive's employment is terminated following a Change in Control and during the CIC Employment Period either (i) by the Company without Cause or (ii) by Executive with Good Reason (as defined in Appendix A hereto), then the Company shall pay Executive the amounts, and provide Executive the benefits, set forth in this Section 5.1 (collectively referred to as, "Severance Payments").

(A) Cash Payment. In lieu of (x) any further salary and bonus payments to Executive for periods subsequent to the Date of Termination (as defined in Section 7.2 herein), and (y) any severance benefit otherwise payable to Executive under the Employment Agreement, if any, the Company shall pay to Executive a lump sum severance payment, in cash, on the date that is six months and two days after Executive's date of termination (the "Designated Date") from the Company equal to:

(i) three (3) times the Executive's Annual Base Salary, plus

(ii) three (3) times the Executive's target short-term incentive bonus percentage immediately prior to the Change in Control or in effect at any time after the Change in Control, whichever is greater, multiplied by the Executive's Annual Base Salary, plus

(iii) an amount equal to Executive's target short-term incentive bonus percentage immediately prior to the Change in Control or in effect at any time after the Change in Control, whichever is greater, multiplied by the Executive's Annual Base Salary, prorated for any period consisting of less than twelve full months, plus

(iv) any deferred compensation previously awarded to or earned by Executive (together with any accrued interest or earnings thereon); provided any amounts paid to Executive will be paid in accordance with the applicable deferred compensation plan, plus

(v) payment in lieu of any accrued but unused vacation as of Executive's Date of Termination, plus

(vi) an amount equal to 15% of Executive's Annual Base Salary (this amount being paid in lieu of outplacement services), plus

(vii) an amount equal to 45% of Executive's Annual Base Salary (this amount being paid in lieu of the perquisites).

(B) Health and Welfare Benefit Plans. For the 36-month period immediately following the Date of Termination, the Company shall provide Executive and covered dependents as of Executive's Date of Termination, medical and health benefits and group life and supplemental group life substantially similar to those provided to Executive and such covered dependents immediately prior to the Date of Termination (such continuation of such benefits shall be hereinafter referred to as "Welfare Benefit Contribution"). The Company shall timely pay or provide to Executive and/or Executive's family any other amounts or benefits required to be paid or provided or which Executive and/or Executive's family is eligible to receive pursuant to this Agreement and under any plan, program, policy or practice or contract or agreement of the Company and its affiliated companies as in effect and applicable generally to other executives and their families on the Date of Termination.

(C) Non-Qualified Pension. For purposes of calculating benefits under the Company's Supplemental Retirement Plan and Profit Sharing Restoration Plan, the Company shall add an additional three years of vesting service and credited service to Executive's years of vesting and credited service, as well as an incremental three years added to Executive's age.

(D) Certain Pre-Change in Control Terminations. Any provision in this Agreement to the contrary notwithstanding, if a Change in Control occurs and if Executive's employment with the Company has been terminated by the Company without Cause or by Executive with Good Reason in either case within six (6) months prior to the date on which the Change in Control occurs, then Executive shall be entitled to the severance and other benefits as if Executive's termination had been following a Change in Control, payable on the Designated Date. Any amounts to be paid to Executive shall be reduced by and offset dollar-for-dollar by any severance benefits payable to Executive under the Employment Agreement or any other separation agreement in connection with such termination.

5.2 Gross-Up Payment

(A) Whether or not Executive becomes entitled to the Severance Payments, if any payments or benefits received or to be received by Executive whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company, or with any Person whose actions result in a Change in Control or any Person affiliated with the Company or such Person (such payments or benefits, excluding the Gross-Up Payment (as defined below), being hereinafter referred to as the "Total Payments") are subject to the Excise Tax (any excise tax imposed under Section 4999 of the Code), the Company shall pay to Executive an additional amount (the "Gross-Up Payment") such that the net amount retained by Executive, after deduction of any Excise Tax on the Total Payments and any federal, state and local income and employment taxes and Excise Tax upon the Gross-Up Payment, shall be equal to the Total Payments.

(B) For purposes of determining whether any of the Total Payments will be subject to the Excise Tax and the amount of such Excise Tax, (i) all of the Total Payments shall be treated as "parachute payments" (within the meaning of Code Section 280G(b)(2)) unless, in the opinion of the Company, such payments or benefits (in whole or in part) do not constitute parachute payments, including by reason of Code Section 280G(b)(4)(A), (ii) all "excess parachute payments" within the meaning of Code Section 280G(b)(1) shall be treated as subject to the Excise Tax unless, in the opinion of the Company, such excess parachute payments (in whole or in part) represent reasonable compensation for services actually rendered (within the meaning of Code Section 280G(b)(4)(B)) in excess of the Base Amount allocable to such reasonable compensation, or are otherwise not subject to the Excise Tax, and (iii) the value of any noncash benefits or any deferred payment or benefit shall be determined by the Company in accordance with the principles of Code Section 280G(d)(3) and (4). The Company and Executive agree that the determinations described in this Section 4.2(B) shall take the form of a letter from the Company accompanied by calculations prepared by the Company and certified by a national accounting firm selected by the Company.

(C) The Gross-Up Payment (or portion thereof) will be paid to Executive on the day of the payment of the Total Payments (or portion thereof) that give rise to the Excise Tax; *provided, however*, that if the amount of such Gross-Up Payment (or portion thereof) cannot be fully determined on or before the date on which payment is due, the Company will pay to Executive by such date an amount estimated in good faith by the Company to be the minimum amount of such Gross-Up Payment (or portion thereof) and will pay the remainder of such Gross-Up Payment (or portion thereof) (together with interest at the rate provided in Code Section 1274(b)(2)(B)) as soon as the amount thereof can be determined, but in no event later than 45 days after complete payment of the Total Payments. Further, in the event that on the day of payment of the Total Payments (or portion thereof) (or the 45-day period following such payments), no Gross-Up Payment (or portion thereof) is determined by the Company to be due and it is subsequently determined that a Gross-Up Payment (or portion thereof) is owing to Executive, such Gross-Up Payment (or portion thereof) will be made by the Company to Executive at the date that such Gross-Up Payment amount (or portion thereof) is determined by the Company to be payable to Executive.

(D) In the event that the Excise Tax is finally determined to be less than the amount taken into account hereunder in calculating the Gross-Up Payment, Executive shall repay to the Company, within five business days following the later of the date that the amount of such reduction in the Excise Tax is fully determined and the date that such amount is fully refunded to Executive by the Internal Revenue Service, the portion of the Gross-Up Payment attributable to such reduction (plus that portion of the Gross-Up Payment attributable to the Excise Tax and federal, state and local income and employment taxes imposed on the Gross-Up Payment) being repaid by Executive, to the extent that such repayment results in a reduction in the Excise Tax and a dollar-for-dollar reduction in Executive's taxable income and wages for purposes of federal, state and local income and employment taxes. In the event that the Excise Tax is determined to exceed the amount originally remitted by Executive which was taken into account hereunder in calculating the Gross-Up Payment and Executive is obliged to remit additional Excise Taxes, Executive shall provide the Company with written notice advising as to the amount of additional Excise Taxes which were so remitted and the date on which they were so remitted. As soon as practicable following receipt of such notice (but not later than the end of the taxable year following the year in which the additional Excise Taxes were remitted by Executive), the Company shall make an additional Gross-Up Payment in respect of such excess (plus any interest, penalties or additions payable by Executive with respect to such excess Excise Taxes). Executive and the Company shall each reasonably cooperate with the other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for Excise Tax with respect to the Total Payments.

6. Non-exclusivity of Rights. Except as provided in Section 5 of this Agreement, nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any plan, program, policy or practice provided by the Company or any of its affiliated companies and for which Executive may qualify, nor shall anything herein limit or otherwise affect such rights as Executive may have under any contract or agreement with the Company or any of its affiliated companies. Amounts which are vested benefits or which Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company or any of its affiliated companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as such plan, policy, practice or program is expressly superseded by this Agreement.

7. Termination Procedures.

7.1 Notice of Termination. Any termination by the Company for Cause, or by Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 11 of this Agreement. The failure by Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of Executive or the Company hereunder or preclude Executive or the Company from asserting such fact or circumstance in enforcing Executive's or the Company's rights hereunder. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth the Date of Termination.

7.2 Date of Termination. For purposes of this Agreement, the term "Date of Termination" means (i) if Executive's employment is terminated by the Company for Cause, or by Executive for Good Reason, the date of receipt of the Notice of Termination or any later date specified therein, as the case may be, (ii) if Executive's employment is terminated by the Company other than for Cause, the Date of Termination shall be the date specified by the Company when it notifies Executive of such termination and (iii) if Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of Executive or the date of Disability, as the case may be.

8. Full Settlement. Subject to the offset provided for in Section 5.1, the Company's obligation to make payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense, mitigation or other claim, right or action which the Company may have against Executive or others. The Company agrees to pay promptly as incurred, to the full extent permitted by law, all legal fees and expenses which Executive may reasonably incur as a result of any contest (unless Executive's claim is found by a court of competent jurisdiction to have been frivolous) by the Company, Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement (other than Section 10 hereof) or any guarantee of performance thereof (including as a result of any contest by Executive about the amount of any such payment pursuant to this Agreement), plus in each case interest on any delayed payment at the "applicable federal rate" provided for in Section 7872(f)(2)(A) of the Code; provided that any such reimbursement payment by the Company pursuant to this sentence shall be made on or before the last day of the calendar year immediately following the calendar year in which any such fee or expense was incurred.

9. Successors; Binding Agreement.

9.1 This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's heirs, executors and other legal representatives.

9.2 This Agreement shall inure to the benefit of and be binding upon the Company and may only be assigned to a successor described in Section 9.3.

9.3 The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as earlier defined and any successor to its business and/or assets which assumes and agrees to perform this Agreement by operation of law, or otherwise.

10. Confidential Information; Certain Prohibited Activities.

10.1 Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliated companies, and their respective businesses, which shall have been obtained by Executive during Executive's employment by the Company or any of its affiliated companies and which shall not be or become public knowledge (other than by acts by Executive or representatives of Executive in violation of this Agreement). After Executive's Date of Termination, Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than the Company and those designated by it. Except as provided in Subsection 10.3 below, in no event shall an asserted violation of the provisions of this Section 10 constitute a basis for deferring or withholding any amounts otherwise payable to Executive under this Agreement. Also, within 14 days of the termination of Executive's employment for any reason, Executive shall return to the Company all documents and other tangible items of or containing Company information which are in Executive's possession, custody or control.

10.2 Executive agrees that for a period of 24 complete calendar months following Executive's Date of Termination, Executive will not, either directly or indirectly, call on, solicit, induce or attempt to induce any of the employees or officers of the Company whom Executive had knowledge of or association with during Executive's employment with the Company to terminate their association with the Company either personally or through the efforts of his or her subordinates.

10.3 In the event of a breach by Executive of any provision of this Section 10, the Company shall be entitled to (i) cease any Welfare Benefit Contribution entitlement provided pursuant to Section 5.1(B) hereof, (ii) relief by temporary restraining order, temporary injunction and/or permanent injunction, (iii) recovery of all attorneys' fees and costs incurred in obtaining such relief and (iv) any other legal and equitable relief to which it may be entitled, including monetary damages.

11. Notices. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed, if to Executive, to the address inserted below Executive's signature on the final page hereof and, if to the Company, to the address set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

To the Company:

Lennox International Inc.
2140 Lake Park Blvd.
Richardson, TX 75080
Attention: Chief Human Resources Officer

12. Miscellaneous. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and heirs, executors and other legal representatives. Executive's or the Company's failure to insist upon strict compliance with any provision hereof or any other provision of this Agreement or the failure to assert any right Executive or the Company may have hereunder, including, without limitation, the right of Executive to terminate employment for Good Reason pursuant to Section 5.1 of this Agreement, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to principles of conflict of laws that would require the application of the laws of any other state or jurisdiction. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. All references to sections of the Exchange Act or the Code shall be deemed also to refer to any successor provisions to such sections. The Company may withhold from any amounts payable under this Agreement such federal, state or local taxes as shall be required to be withheld pursuant to any applicable law or regulation.

13. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

14. Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and shall be construed in a manner to give effect to such intention. The parties shall, if necessary, amend the terms of this Agreement to the limited extent necessary and possible in order to comply with the requirements of Section 409A. Each payment due hereunder will be considered to be separate payments due to Executive and not one of a series of payments for purposes of Section 409A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above first written.

LENNOX INTERNATIONAL INC.

By: _____
Date: _____

EXECUTIVE: [NAME]

By: _____
Date: _____

Appendix A

(A) “Affiliate” shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

(B) “Base Amount” shall have the meaning set forth in Section 280G(b)(3) of the Code.

(C) “Beneficial Owner” shall mean, with reference to any securities, any Person if:

(i) such Person is the “beneficial owner” (as determined pursuant to Rule 13d-3 of the General Rules and Regulations under the Exchange Act, as in effect on the date of this Agreement) of such securities; provided, however, that a Person shall not be deemed the “Beneficial Owner” of, or to “beneficially own,” any security under this subsection (i) as a result of an agreement, arrangement or understanding to vote such security if such agreement, arrangement or understanding: (x) arises solely from a revocable proxy or consent given in response to a public (i.e., not including a solicitation exempted by Rule 14a-2(b)(2) of the General Rules and Regulations under the Exchange Act) proxy or consent solicitation made pursuant to, and in accordance with, the applicable provisions of the General Rules and Regulations under the Exchange Act and (y) is not then reportable by such Person on Schedule 13D under the Exchange Act (or any comparable or successor report); or

(ii) such Person is a member of a group (as that term is used in Rule 13d-5(b) of the General Rules and Regulations under the Exchange Act) that includes any other Person (other than an Exempt Person) that beneficially owns such securities;

provided, however, that nothing in this definition shall cause a Person engaged in business as an underwriter of securities to be the Beneficial Owner of, or to “beneficially own,” any securities acquired through such Person’s participation in good faith in a firm commitment underwriting until the expiration of forty (40) days after the date of such acquisition. For purposes hereof, “voting” a security shall include voting, granting a proxy, consenting or making a request or demand relating to corporate action (including, without limitation, a demand for a stockholder list, to call a stockholder meeting or to inspect corporate books and records) or otherwise giving an authorization (within the meaning of Section 14(a) of the Exchange Act) in respect of such security.

(D) “Board” shall mean the Board of Directors of the Company.

(E) "Cause" shall have the same meaning as set forth in the Employment Agreement, or, if no employment agreement exists, shall mean (a) any violation by Executive of the Company's written policies as they may exist or be created or modified and made available to Executive from time to time in the future, including, as examples and not as a limitation of the policies to which Executive may be subject, those policies prohibiting discrimination in the workplace, including the prohibition of harassment, on the ground of race, sex, religion, age or any other prohibited basis; (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 Executive of any material act of misconduct or dishonesty related to Executive's employment; (d) any intentional or grossly negligent action or omission to act which breaches any covenant, agreement, condition or obligation contained in this Agreement; or (e) acts that in any way have a direct, substantial and adverse effect on the Company's reputation.

(F) "Change in Control" shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(i) Any Person (other than an Exempt Person) shall become the Beneficial Owner of 35% or more of the shares of Common Stock then outstanding or 35% or more of the combined voting power of the Voting Stock of the Company then outstanding; provided, however, that no Change in Control shall be deemed to occur for purposes of this subsection (i) if such Person shall become a Beneficial Owner of 35% or more of the shares of Common Stock or 35% or more of the combined voting power of the Voting Stock of the Company solely as a result of (x) an Exempt Transaction or (y) an acquisition by a Person pursuant to a reorganization, merger or consolidation, if, following such reorganization, merger or consolidation, the conditions described in clauses (x), (y) and (z) of subsection (iii) of this definition are satisfied;

(ii) Individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board; provided, further, that there shall be excluded, for this purpose, any such individual whose initial assumption of office occurs as a result of any election contest with respect to the election or removal of directors or other solicitation of proxies or consents by or on behalf of a person other than the Board;

(iii) Approval by the shareholders of the Company of a reorganization, merger or consolidation, in each case, unless, following such reorganization, merger or consolidation, (x) more than 65% of the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation and the combined voting power of the then outstanding Voting Stock of such corporation is beneficially owned, directly or indirectly, by all or substantially all of the Persons who were the Beneficial Owners of the outstanding Common Stock immediately prior to such reorganization, merger or consolidation (ignoring, for purposes of this clause (x), the first proviso in subsection (i) of the definition of “Beneficial Owner” set forth above) in substantially the same proportions as their ownership immediately prior to such reorganization, merger or consolidation of the outstanding Common Stock, (y) no Person (excluding any Exempt Person or any Person beneficially owning, immediately prior to such reorganization, merger or consolidation, directly or indirectly, 35% or more of the Common Stock then outstanding or 35% or more of the combined voting power of the Voting Stock of the Company then outstanding) beneficially owns, directly or indirectly, 35% or more of the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation or the combined voting power of the then outstanding Voting Stock of such corporation and (z) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger or consolidation were members of the Incumbent Board at the time of the execution of the initial agreement or initial action by the Board providing for such reorganization, merger or consolidation; or

(iv) Approval by the shareholders of the Company of (x) a complete liquidation or dissolution of the Company, unless such liquidation or dissolution is approved as part of a plan of liquidation and dissolution involving a sale or disposition of all or substantially all of the assets of the Company to a corporation with respect to which, following such sale or other disposition, all of the requirements of clauses (y)(A), (B) and (C) of this subsection (iv) are satisfied, or (y) the sale or other disposition of all or substantially all of the assets of the Company, other than to a corporation, with respect to which, following such sale or other disposition, (A) more than 65% of the then outstanding shares of common stock of such corporation and the combined voting power of the Voting Stock of such corporation is then beneficially owned, directly or indirectly, by all or substantially all of the Persons who were the Beneficial Owners of the outstanding Common Stock immediately prior to such sale or other disposition (ignoring, for purposes of this clause (y)(A), the first proviso in subsection (i) of the definition of “Beneficial Owner” set forth above) in substantially the same proportions as their ownership, immediately prior to such sale or other disposition, of the outstanding Common Stock, (B) no Person (excluding any Exempt Person and any Person beneficially owning, immediately prior to such sale or other disposition, directly or indirectly, 35% or more of the Common Stock then outstanding or 35% or more of the combined voting power of the Voting Stock of the Company then outstanding) beneficially owns, directly or indirectly, 35% or more of the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding Voting Stock of such corporation and (C) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement or initial action of the Board providing for such sale or other disposition of assets of the Company.

(G) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(H) “Committee” shall mean the Compensation and Human Resources Committee of the Board.

(I) "Common Stock" shall mean the common stock, par value \$.01 per share, of the Company, and shall include stock of any successor, within the meaning of Section 9.1.

(J) "Company" shall mean Lennox International Inc. and, except in determining under Section (G) hereof whether or not any Change in Control of the Company has occurred, shall include any successor to its business and/or assets which assumes and agrees to perform this Agreement by operation of law, or otherwise.

(K) "Disability" shall mean permanently disabled (completely unable to perform Executive's duties as defined in the benefit plans of the Company).

(L) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(M) "Exempt Person" shall mean the Company, any subsidiary of the Company, any employee benefit plan of the Company or any subsidiary of the Company, and any Person organized, appointed or established by the Company for or pursuant to the terms of any such plan.

(N) "Exempt Transaction" shall mean an increase in the percentage of the outstanding shares of Common Stock or the percentage of the combined voting power of the outstanding Voting Stock of the Company beneficially owned by any Person solely as a result of a reduction in the number of shares of Common Stock then outstanding due to the repurchase of Common Stock by the Company, unless and until such time as such Person shall purchase or otherwise become the Beneficial Owner of additional shares of Common Stock constituting 3% or more of the then outstanding shares of Common Stock or additional Voting Stock representing 3% or more of the combined voting power of the then outstanding Voting Stock.

(O) "Good Reason" shall mean:

(i) any change in Executive's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, excluding for this purpose any de minimus changes and excluding an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by Executive, or any other assignment to Executive of any duties inconsistent in any respect with such position, authority, duties or responsibilities, other than de minimus inconsistencies or other than, in each case, any such change in duties or such assignment that would clearly constitute a promotion or other improvement in Executive's position;

(ii) any failure by the Company to comply with any of the provisions of this Agreement, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by Executive;

(iii) the Company's requiring Executive to be based at any office or location other than at the location where Executive was employed immediately preceding the Change in Control or at another location within 35 miles thereof;

(iv) any failure by the Company to comply with and satisfy the requirements of Section 9.3 of this Agreement, provided that (x) the successor described in Section 9.3 has received, at least ten days prior to the Date of Termination, written notice from the Company or Executive of the requirements of such provision and (y) such failure to be in compliance and satisfy the requirements of Section 9.3 shall continue as of the Date of Termination;

(v) in the event that Executive is serving as a member of the Board immediately prior to the Change in Control, any failure to reelect Executive as a member of the Board, unless such reelection would be prohibited by the Company's By-laws as in effect immediately prior to the Change in Control.

(P) "Person" shall mean any individual, firm, corporation, partnership, association, trust, unincorporated organization or other entity.

(Q) "Voting Stock" shall mean, with respect to a corporation, all securities of such corporation of any class or series that are entitled to vote generally in the election of directors of such corporation (excluding any class or series that would be entitled so to vote by reason of the occurrence of any contingency, so long as such contingency has not occurred).

LENNOX INTERNATIONAL INC.
SUPPLEMENTAL RETIREMENT PLAN
(As Amended and Restated as of January 1, 2009)

THIS SUPPLEMENTAL RETIREMENT PLAN, made and executed in Richardson, Texas, by Lennox International Inc., a Delaware corporation (the "Company"),

WITNESSETH THAT:

WHEREAS, the Company has maintained an unfunded supplemental retirement plan known as the Lennox International Inc. Supplemental Retirement Plan (the "Plan") to supplement the benefits provided by the Lennox International Inc. Consolidated Pension Plan to certain executives and their beneficiaries; and

WHEREAS, the Company now desires to amend and restate the Plan to make certain changes;

NOW, THEREFORE, pursuant to Section 6.2 thereof, the Plan is hereby amended and restated in its entirety to read as follows:

Article 1. Definitions

1.1 Definitions. Whenever used in the Plan, the following terms shall have the respective meanings set forth below unless otherwise expressly provided herein, and when the defined meaning is intended the term is capitalized:

- (a) "Company" means Lennox International Inc., a Delaware corporation.
 - (b) "Covered Compensation" shall have the meaning assigned to the term under the Qualified Pension Plan in effect as of December 31, 2008, had such Qualified Pension Plan not been frozen.
 - (c) "Early Retirement Date" of a Participant means the earlier of (i) the first day on or after his or her 62nd birthday that he or she has completed 10 or more Years of Vesting Service, or (ii) the first day on or after his or her 55th birthday that his or her age and Years of Vesting Service total 80 or more.
 - (d) "Employer" means the Company, Lennox Industries Inc., Heatcraft Inc. and any other trade or business which may subsequently adopt the Plan with the consent of the Chief Executive Officer of the Company.
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- (e) “Executive” means (i) prior to January 1, 1998, any employee in the employ of an Employer assigned an executive labor grade of 8 or above, John Dugan and David Chase, (ii) during 1998 and 1999, any employee who was an Executive on December 31, 1997, and any other employee in the employ of an Employer who was a Vice President-A or who filled a position after discontinuance of the labor grade system that previously had been an executive labor grade of 8 or above, and (iii) after December 31, 1999, any employee in the employ of an Employer (A) in the position of either Chief Executive Officer or Chief Operating Officer of the Company or (B) in an Executive Vice President position reporting directly to either such officer.
- (f) “Final Average Compensation” shall have the meaning assigned to the term under the Qualified Pension Plan in effect as of December 31, 2008, had such Qualified Pension Plan not been frozen, except that in determining Final Average Compensation for purposes of this Plan (i) the dollar limitation imposed by Section 401(a)(17) of the Internal Revenue Code shall not apply, and (ii) any bonus paid to a Participant during 1991 for personal services rendered to an Employer during 1990 shall be included in determining the compensation paid to the Participant for both 1990 and 1991.
- (g) “Normal Retirement Date” of a Participant means his or her 65th birthday.
- (h) “Participant” means any individual who has become a Participant in the Plan under Article 2 and whose benefits under the Plan have not been fully distributed.
- (i) “Plan” means this Lennox International Inc. Supplemental Retirement Plan, as from time to time in effect.
- (j) “Qualified Pension Plan” means the Lennox International Inc. Consolidated Pension Plan (or any successor plan) as in effect on January 1, 2008, and as from time to time in effect thereafter, except that the supplements to the Qualified Pension Plan shall be disregarded for purposes of determining actuarial equivalence, forms of benefits and benefit commencement dates under this Plan.
- (k) “Separation from Service” means with respect to a Participant, the Participant’s separation from service (within the meaning of Section 409A of the Internal Revenue Code and the regulations and other guidance issued thereunder) with the group of employers that includes the Company and each Affiliated Company (as hereinafter defined). An employee’s Separation from Service shall be deemed to occur on the date as of which the employee and his or her employer reasonably anticipate that no further services will be performed after such date or that the level of bona fide services the employee will perform after such date (whether as an employee or an independent contractor) will permanently decrease to no more than 20% of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the employer if the employee has been providing services to the employer less than 36 months). For purposes of this definition, “Affiliated Company” shall mean any incorporated or unincorporated trade or business or other entity or person, other than the Company, that along with the Company is considered a single employer under Section 414(b) or Section 414(c) of the Internal Revenue Code.

- (l) "Specified Employee" means a Participant who is a specified employee within the meaning of Section 409A(a)(2) of the Internal Revenue Code and the regulations and other guidance issued thereunder. Specified Employees shall be identified by the Compensation and Human Resources Committee of the Board of Directors of the Company.
- (m) "Year of Credited Service" shall have the meaning assigned to the term under the Qualified Pension Plan in effect as of December 31, 2008, had such Qualified Pension Plan not been frozen, except that for purposes of determining the Years of Credited Service under this Plan of a Participant who first becomes a Participant in the Plan after January 1, 1991, any period of his or her employment before first becoming an Executive shall be disregarded.
- (n) "Year of Vesting Service" shall have the meaning assigned to the term under the Qualified Pension Plan.

Article 2. Participation

2.1 Participation. Each Executive shall become a Participant in this Plan on the later of January 1, 1991 or the date he or she becomes an Executive.

Article 3. Benefits Not Subject to Section 409A

3.1 Application of this Article. Any provision of this Article 3 to the contrary notwithstanding, this Article shall apply only to the extent of any benefits of a Participant under the Plan that are not subject to Section 409A of the Internal Revenue Code, as determined in accordance with the regulations and other guidance issued thereunder, and benefits payable to or on behalf of a Participant under this Article shall be calculated accordingly,

3.2 Normal Retirement Benefit Not Subject to Section 409A.

- (a) Eligibility. Subject to Section 3.5, a Participant shall be eligible for a normal retirement benefit under this Article 3 upon termination of employment from the Employers and their affiliates on or after his or her Normal Retirement Date.
- (b) Amount. A Participant eligible for a normal retirement benefit under this Article 3 shall be entitled to a monthly normal retirement benefit calculated as follows:

Step (1). There shall first be determined 2.0% of one-twelfth of the Participant's Final Average Compensation.

Step (2). To the amount determined under Step (1) above, there shall be added 1.2% of one-twelfth of the excess of the Participant's Final Average Compensation over his or her Covered Compensation.

Step (3). The sum determined under Step (2) above shall be multiplied by the Years of Credited Service (not in excess of 15) credited to the Participant at his or her termination of employment.

Step (4). From the amount thus determined, there shall be deducted the actuarial equivalence (determined in accordance with the Lennox International Inc. Pension Plan for Salaried Employees, but without regard to the Supplements thereto, as in effect on December 31, 2004) of the monthly benefit under a single-premium nontransferable single-life annuity which could be provided by the sum of (i) the vested balance in the Participant's Employer Account in the Lennox International Inc. Profit Sharing Retirement Plan and (ii) the vested balance in the Participant's deferred compensation account, if any, in the Lennox International Inc. Profit Sharing Restoration Plan, as of the date the Participant terminated employment.

Step (5). From the amount thus determined, there shall be deducted the monthly normal retirement benefit the Participant is entitled to receive in the form of a single-life annuity under the Qualified Pension Plan, and the remainder shall be the monthly normal retirement benefit in the form of a single-life annuity under this Plan.

- (c) Commencement. Normal retirement benefit payments under this Article 3 to a Participant shall commence at the same time that his or her normal retirement benefit payments commence under the Qualified Pension Plan, or if no normal retirement benefit payments are payable to him or her under the Qualified Pension Plan, at the earliest time such payments would commence under the Qualified Pension Plan if such payments were payable to him or her.

3.3 Early Retirement Benefit Not Subject to Section 409A.

- (a) Eligibility. Subject to Section 3.5, a Participant shall be eligible for an early retirement benefit under this Article 3 upon termination of employment from the Employers and their affiliates on or after his or her Early Retirement Date but prior to his or her Normal Retirement Date.
- (b) Amount. A Participant eligible for an early retirement benefit under this Article 3 shall be entitled to a monthly early retirement benefit calculated in the same manner as a monthly normal retirement benefit under Section 3.2(b), except that (i) prior to the deduction described in Step (5), the amount determined under Step (4) shall be reduced by 0.5% for each month (or any fraction thereof) that the Participant's early retirement benefit under this Article commences prior to his or her 60th birthday, and (ii) instead of the monthly normal retirement benefit under the Qualified Pension Plan, there shall be deducted under Step (5) the monthly early retirement benefit the Participant is entitled to receive in the form of a single-life annuity under the Qualified Pension Plan, determined assuming that the early retirement benefit commences under the Qualified Pension Plan on the same day that the Participant's early retirement benefit commences under this Article.

- (c) Commencement. Early retirement benefit payments under this Article 3 to a Participant shall commence on the first day of the month following the later of his or her 60th birthday or his or her termination of employment. However, in the case of a Participant who terminated employment prior to his or her 60th birthday, (i) if he or she elected to commence receiving early retirement benefit payments under the Qualified Pension Plan on some day prior to his or her 60th birthday, with the consent of the Company he or she may elect to commence receiving his or her early retirement benefit payments under this Article on that same day, or (ii) if no early retirement benefit payments are payable to him or her under the Qualified Pension Plan, with the consent of the Company he or she may elect to commence receiving his or her early retirement benefit payments under this Article on any day prior to his or her 60th birthday that early retirement benefit payments to him or her could commence under the Qualified Pension Plan if such payments were payable to him or her.

3.4 Deferred Vested Retirement Benefit Not Subject to Section 409A.

- (a) Eligibility. Subject to Section 3.5, a Participant shall be eligible for a deferred vested retirement benefit under this Article 3 upon termination of employment from the Employers and their affiliates after completion of five Years of Vesting Service but prior to his or her Early Retirement Date.
- (b) Amount. A Participant eligible for a deferred vested retirement benefit under this Article 3 shall be entitled to a monthly deferred vested retirement benefit calculated in the same manner as a monthly normal retirement benefit under Section 3.2(b), except that (i) prior to the deduction described in Step (5), the amount determined under Step (4) shall be reduced by 0.5% for each month (or any fraction thereof) that the Participant's deferred vested retirement benefit under this Article 3 commences prior to his or her 62nd birthday, and (ii) instead of the monthly normal retirement benefit under the Qualified Pension Plan, there shall be deducted under Step (5) the monthly deferred vested retirement benefit the Participant is entitled to receive in the form of a single-life annuity under the Qualified Pension Plan, determined assuming that the deferred vested retirement benefit commences under the Qualified Pension Plan on the same day that the Participant's deferred vested retirement benefit commences under this Article.

- (c) Commencement. Deferred vested retirement benefit payments under this Article 3 to a Participant shall commence on the first day of the month following the later of his or her 62nd birthday or his or her termination of employment. However, in the case of a Participant who terminated employment prior to his or her 62nd birthday, (i) if he or she elected to commence receiving deferred vested retirement benefit payments under the Qualified Pension Plan on some day prior to his or her 62nd birthday, with the consent of the Company he or she may elect to commence receiving his or her deferred vested retirement benefit payments under this Article on that same day, or (ii) if no deferred vested retirement benefit payments are payable to him or her under the Qualified Pension Plan, with the consent of the Company he or she may elect to commence receiving his or her deferred vested retirement benefit payments under this Article on any day prior to his or her 62nd birthday that deferred vested retirement benefit payments to him or her could commence under the Qualified Pension Plan if such payments were payable to him or her.

3.5 Form of Retirement Benefits Not Subject to Section 409A.

- (a) Single Participant. If a Participant is not married on the date his or her retirement benefit payments commence under this Article 3, his or her payments shall be made in the form of a single-life annuity, except that if he or she is entitled to early retirement benefit payments under this Article and he or she elected a temporary annuity form of payment for his or her early retirement benefit payments under the Qualified Pension Plan, with the consent of the Company he or she may elect a temporary annuity form of payment for his or her early retirement benefit payments under this Article.
- (b) Married Participant. If a Participant is married on the date his or her retirement benefit payments commence under this Article 3, his or her payments shall be made in the form of a joint and 100% survivor annuity, except that (i) if he or she has elected any other annuity form of payment for his or her retirement benefit payments under the Qualified Pension Plan, with the consent of the Company but without spousal consent he or she may elect that other form of payment for his or her retirement benefit payments under this Article, and (ii) if no retirement benefit payments are payable to him or her under the Qualified Pension Plan in an annuity form, with the consent of the Company but without spousal consent he or she may elect any other joint and survivor annuity form of payment available under the Qualified Pension Plan for his or her retirement benefit payments under this Article, or with the consent of the Company and with spousal consent he or she may elect a single-life annuity for such benefit payments.
- (c) Actuarial Equivalence. Whenever the amount of retirement benefit payments under this Article 3 is calculated in the form of a single-life annuity but such payments commence in any other annuity form, the amount so calculated shall be adjusted on the basis of actuarial equivalence (as determined in accordance with the Lennox International Inc. Pension Plan for Salaried Employees, but without regard to the Supplements thereto, as in effect on December 31, 2004) and the adjusted amount shall be the amount of the payments made in the other annuity form.

3.6 Death Benefit Not Subject to Section 409A.

- (a) Eligibility. If a Participant dies on or after either his or her Normal Retirement Date or his or her completion of five Years of Vesting Service but prior to the date his or her retirement benefit commences under this Article 3, and if either he or she had been married during the entire one-year period ending on the date of his or her death or he or she had been an Executive to whom Article 7 of the Plan as in effect on December 31, 2004, applies, his or her surviving spouse shall be eligible for a death benefit under this Article.
- (b) Amount. A surviving spouse eligible for a death benefit under this Article 3 shall be entitled to a monthly death benefit calculated as the monthly retirement benefit that would have been payable under this Article to the surviving spouse under a joint and 50% survivor annuity had the Participant (i) terminated employment on the date of his or her death (unless he or she was no longer in the employ of the Employers and their affiliates on such date), (ii) subsequently commenced receiving a deferred vested retirement benefit, early retirement benefit or normal retirement benefit, whichever would be applicable, under this Article in the form of a joint and 50% survivor annuity with his or her surviving spouse, and (iii) then died immediately thereafter. The monthly payment of the retirement benefit described in clause (ii) of the preceding sentence shall be calculated as if the Participant had survived until the commencement of a retirement benefit of the same type under the Qualified Pension Plan. Any early retirement death benefit payable to a surviving spouse shall be calculated assuming that an early retirement benefit to the Participant under the Qualified Pension Plan commenced on the day that the surviving spouse's early retirement death benefit commences under this Article.
- (c) Commencement. Death benefit payments under this Article 3 to a surviving spouse shall be paid during the spouse's lifetime, commencing at the time the deceased Participant would have commenced receiving the retirement benefit described in clause (ii) of Section 3.6(b). However, in the case of a retirement benefit described in clause (ii) of Section 3.6(b) that is an early retirement benefit for a Participant who died prior to his or her 60th birthday, (i) if the surviving spouse elected to commence receiving early retirement death benefit payments under the Qualified Pension Plan on some day prior to the Participant's 60th birthday, with the consent of the Company the surviving spouse may elect to commence receiving early retirement death benefit payments under this Article on that same day, or (ii) if no early retirement death benefit payments are payable to the surviving spouse under the Qualified Pension Plan, with the consent of the Company the surviving spouse may elect to commence receiving early retirement death benefit payments under this Article on any day prior to the Participant's 60th birthday that early retirement death benefit payments to the surviving spouse could commence under the Qualified Pension Plan if such payments were payable.

3.7 Company Consent. Whenever the consent of the Company is required under this Article 3, such consent may be given only by the Chief Executive Officer of the Company in his or her sole discretion, except that with respect to any matters relating to the benefits payable under this Article to or on behalf of the Chief Executive Officer, such consent may be given only by the Board of Directors of the Company in its sole discretion.

3.8 Lump Sum Payments of Benefits Not Subject to Section 409A.

- (a) Application of this Section. This Section 3.8 shall apply only to an Executive who on December 31, 2004, was in the group of Executives eligible to elect a lump sum payment pursuant to Article 7 of the Plan as in effect on December 31, 2004.
- (b) Lump Sum Payments to Executives. In the case of an Executive to whom this Section 3.8 applies, such Executive may make an irrevocable election in writing to receive a lump sum payment that is the actuarial equivalence of the retirement benefit payments payable (or remaining payable, if payments have commenced) to him or her and his or her spouse, if applicable, under this Article 3. If such Executive so elects, the lump sum payment shall be made in lieu of such retirement benefit payments on the following date: (i) if such Executive was in the employ of an Employer or any affiliate thereof after 2002 and was born after 1941, the later of his or her termination of employment from the Employers and their affiliates or the first anniversary date of his or her election, (ii) if such Executive was not in the employ of an Employer or any affiliate thereof after 2002 and his or her retirement benefit payments under the Plan commence on or before January 1, 2006, the later of such date or the first anniversary date of his or her election, and (iii) if such Executive was not in the employ of an Employer or any affiliate thereof after 2002 and his or her retirement benefit payments under the Plan do not commence on or before January 1, 2006, the later of January 1, 2008, or the first anniversary date of his or her election.
- (c) Lump Sum Payments after Death. A lump sum payment shall be made under this Section 3.8 with respect to an Executive who had elected to receive a lump sum payment pursuant to either Section 3.8(b) above or Article 7 of the Plan as in effect on December 31, 2004, but who is not living on the date the payment is due only if (i) the Executive died married prior to the commencement of his or her retirement benefit payments under this Article 3 (regardless of whether he or she had been married during the entire one-year period ending on the date of his or her death), (ii) the Executive died married while receiving retirement benefit payments under the Plan in the form of a joint and survivor annuity and while married to the spouse to whom he or she was married when the retirement benefit payments commenced, or (iii) the Executive died unmarried. If such Executive died married, a lump sum payment shall be made to the Executive's surviving spouse on the date a lump sum payment was due to the Executive pursuant to Section 3.8(b), based only on the benefit payments then remaining payable to the surviving spouse. If such Executive died unmarried, a lump sum payment shall be made to the Executive's estate on the date a lump sum payment was due to the Executive pursuant to Section 3.8(b), based on the benefit payments that would have been payable to the Executive if he or she had remained unmarried and not died.

- (d) Actuarial Equivalence. For purposes of this Section 3.8, actuarial equivalence shall be determined as of the date of the lump sum payment in accordance with the actuarial assumptions in effect under the Lennox International Inc. Pension Plan for Salaried Employees (but without regard to the Supplements thereto) as in effect on December 31, 2004, for lump sum payments and based only on the form of payments then remaining payable to the recipient and his or her spouse, if applicable.

Article 4. Benefits Subject to Section 409A

4.1 Application of this Article. Any provision of this Article 4 to the contrary notwithstanding, this Article shall apply only to the extent of any benefits of a Participant under the Plan that are subject to Section 409A of the Internal Revenue Code, as determined in accordance with the regulations and other guidance issued thereunder. In no event shall benefits payable to or on behalf of a Participant under this Article duplicate any benefits payable to or on behalf of the Participant under Article 3.

4.2 Normal Retirement Benefit Subject to Section 409A.

- (a) Eligibility. Subject to Section 4.5, a Participant shall be eligible for a normal retirement benefit under the Plan upon his or her Separation from Service on or after his or her Normal Retirement Date for any reason other than death.
- (b) Amount. A Participant eligible for a normal retirement benefit under the Plan shall be entitled to a monthly normal retirement benefit calculated as of the date of his or her Separation from Service, as follows:

Step (1). There shall first be determined 2.0% of one-twelfth of the Participant's Final Average Compensation.

Step (2). To the amount determined under Step (1) above, there shall be added 1.2% of one-twelfth of the excess of the Participant's Final Average Compensation over his or her Covered Compensation.

Step (3). The sum determined under Step (2) above shall be multiplied by the Years of Credited Service (not in excess of 15) credited to the Participant at his or her Separation from Service.

Step (4). From the amount thus determined, there shall be deducted the actuarial equivalence (determined in accordance with the Qualified Pension Plan) of the monthly benefit under a single-premium nontransferable single-life annuity which could be provided by the sum of (i) the vested balance in the Participant's Employer Account under the Profit Sharing Plan portion of the Lennox International Inc. Merged Profit Sharing and 401(k) Retirement Plan and (ii) the vested balance in the Participant's deferred compensation account, if any, in the Lennox International Inc. Profit Sharing Restoration Plan, as of the date of his or her Separation from Service.

Step (5). From the amount thus determined, there shall be deducted the monthly normal retirement benefit the Participant would have been entitled to receive in the form of a single-life annuity under the Qualified Pension Plan in effect as of December 31, 2008, had participation and benefits under such Qualified Pension Plan not been frozen, and the remainder shall be the monthly normal retirement benefit in the form of a single-life annuity under this Plan.

4.3 Early Retirement Benefit Subject to Section 409A.

- (a) Eligibility. Subject to Section 4.5, a Participant shall be eligible for an early retirement benefit under the Plan upon his or her Separation from Service on or after his or her Early Retirement Date but prior to his or her Normal Retirement Date for any reason other than death.
- (b) Amount. A Participant eligible for an early retirement benefit under the Plan shall be entitled to a monthly early retirement benefit calculated in the same manner as a monthly normal retirement benefit under Section 4.2(b), except that (i) prior to the deduction described in Step (5), the amount determined under Step (4) shall be reduced by 0.5% for each month (or any fraction thereof) that the Participant's early retirement benefit under the Plan commences prior to his or her 60th birthday, and (ii) instead of the monthly normal retirement benefit under the Qualified Pension Plan, there shall be deducted under Step (5) the monthly early retirement benefit the Participant would have been entitled to receive in the form of a single-life annuity under the Qualified Pension Plan in effect as of December 31, 2008, had participation and benefits under such Qualified Pension Plan not been frozen, determined assuming that the early retirement benefit commences under the Qualified Pension Plan on the same day that the Participant's early retirement benefit commences under this Article 4.

4.4 Deferred Vested Retirement Benefit Subject to Section 409A.

- (a) Eligibility. Subject to Section 4.5, a Participant shall be eligible for a deferred vested retirement benefit under the Plan upon his or her Separation from Service after completion of five Years of Vesting Service but prior to his or her Early Retirement Date for any reason other than death.

- (b) Amount. A Participant eligible for a deferred vested retirement benefit under the Plan shall be entitled to a monthly deferred vested retirement benefit calculated in the same manner as a monthly normal retirement benefit under Section 4.2(b), except that (i) prior to the deduction described in Step (5), the amount determined under Step (4) shall be reduced by 0.5% for each month (or any fraction thereof) that the Participant's deferred vested retirement benefit under the Plan commences prior to his or her 62nd birthday, and (ii) instead of the monthly normal retirement benefit under the Qualified Pension Plan, there shall be deducted under Step (5) the monthly deferred vested retirement benefit the Participant would have been entitled to receive in the form of a single-life annuity under the Qualified Pension Plan in effect as of December 31, 2008, had participation and benefits under such Qualified Pension Plan not been frozen, determined assuming that the deferred vested retirement benefit commences under the Qualified Pension Plan on the same day that the Participant's deferred vested retirement benefit commences under this Article 4.

4.5 Time and Form of Retirement Benefits Subject to Section 409A.

- (a) Single Participant. Except in the case of an Executive who has elected to receive a lump sum payment pursuant to Section 4.5(e), if a Participant is not married on the first day of the month following the later of his or her 62nd birthday or his or her Separation from Service, then monthly retirement benefit payments shall be made to him or her in the form of a single-life annuity.
- (b) Married Participant. Except in the case of an Executive who has elected to receive a lump sum payment pursuant to Section 4.5(e), if a Participant is married on the first day of the month following the later of his or her 62nd birthday or his or her Separation from Service, then monthly retirement benefit payments shall be made to him or her (and following his or her death to the spouse to whom he or she was married on such first day if such spouse survives him or her) in the form of a joint and 50% survivor annuity with his or her spouse as the survivor annuitant, or if the Participant so elects prior to such first day, in the form of a single-life annuity, a joint and 75% survivor annuity with his or her spouse as the survivor annuitant, or a joint and 100% survivor annuity with his or her spouse as the survivor annuitant.
- (c) Commencement of Monthly Payments. Monthly payments to a Participant under this Section 4.5 shall commence being made on the first day of the month following the later of his or her 62nd birthday or his or her Separation from Service; provided, however, that if such Participant is a Specified Employee as of the date of his or her Separation from Service, then any payments that would otherwise be made to the Participant during the first six months following his or her Separation from Service shall be accumulated and paid on the first day of the seventh month after the date of his or her Separation from Service (or if earlier, the first day of the month after his or her death). If a Participant dies while payments are being accumulated pursuant to the preceding sentence, the accumulated payments shall be paid to his or her surviving spouse, if any, or if none, to his or her estate.

- (d) Actuarial Equivalence. Whenever the amount of retirement benefit payments under this Article 4 is calculated in the form of a single-life annuity but such payments commence in any other annuity form, the amount so calculated shall be adjusted on the basis of actuarial equivalence (as determined in accordance with the Qualified Pension Plan) and the adjusted amount shall be the amount of the payments made in the other annuity form.
- (e) Lump Sum Payments. This subsection (e) shall apply only to an Executive (A) in the position of either Chief Executive Officer or Chief Operating Officer of the Company or (B) in an Executive Vice President position reporting directly to either such officer. An Executive to whom this subsection applies may elect in writing on or before the later of (i) the last day prior to the commencement of his or her participation in the Plan or (ii) December 31, 2008, to have any retirement benefits payable under the foregoing provisions of this Article 4 to or on behalf of such Executive paid on the first day of the month following his or her Separation from Service in a lump sum payment that is the actuarial equivalence of any such benefits; provided, however, that if such Executive is a Specified Employee as of the date of his or her Separation from Service, then any such payment shall be made on the first day of the seventh month after the date of his or her Separation from Service (or if earlier, the first day of the month after his or her death). An Executive who elected a lump sum payment pursuant to Article 7 of the Plan as in effect on December 31, 2004, and whose Separation from Service occurred before January 1, 2008, shall be deemed to have made the election described in this subsection. If an Executive entitled to receive a lump sum payment pursuant to this subsection dies after his or her Separation from Service but prior to the date such payment is made, such payment shall be made to his or her surviving spouse, if any, or if none, to his or her estate. For purposes of this subsection, actuarial equivalence shall be determined as of the first day of the month following the month in which the Executive's Separation from Service occurs in accordance with the actuarial assumptions in effect under the Qualified Pension Plan for lump sum payments.

4.6 Death Benefit Subject to Section 409A.

- (a) Eligibility. Upon the death of a Participant after either his or her Normal Retirement Date or his or her completion of five Years of Vesting Service, a death benefit shall be payable under this Article 4 (i) in the case of a Participant who had been an Executive to whom Section 4.5(e) applies and who had made the lump sum payment election provided for therein, if he or she died prior to the first of the month following his or her Separation from Service, or (ii) in the case of any other Participant, if he or she had been married during the entire one-year period ending on the date of his or her death and he or she died prior to the first day of the month following the later of his or her 62nd birthday or his or her Separation from Service.
- (b) Amount. Except as provided in subsection (d) of this Section, a surviving spouse of a Participant for whom a death benefit under this Article 4 is payable shall be entitled to a monthly death benefit calculated as the monthly retirement benefit that would have been payable under this Article 4 to the surviving spouse under a joint and 50% survivor annuity had the Participant (i) had a Separation from Service on the date of his or her death (unless he or she had an earlier Separation from Service), (ii) subsequently commenced receiving a deferred vested retirement benefit, early retirement benefit or normal retirement benefit, whichever would be applicable, under the Plan in the form of a joint and 50% survivor annuity with his or her surviving spouse, and (iii) then died immediately thereafter. The monthly payment of the retirement benefit described in clause (ii) of the preceding sentence shall be calculated as if the Participant had survived until the commencement of a retirement benefit of the same type under the Qualified Pension Plan. Any early retirement death benefit payable to a surviving spouse shall be calculated assuming that an early retirement benefit to the Participant under the Qualified Pension Plan commenced on the day that the surviving spouse's early retirement death benefit commences under this Article 4.
- (c) Commencement. Except as provided in subsection (d) of this Section, death benefit payments under the Plan to a surviving spouse shall be paid during the spouse's lifetime, commencing at the time the deceased Participant would have commenced receiving the retirement benefit described in clause (ii) of Section 4.6(b), disregarding any delay in payment required for a Specified Employee.
- (d) Lump Sum Payments. A lump sum payment of any death benefit payable under this Section 4.6 shall be made on behalf of an Executive who had elected to receive a lump sum payment pursuant to Section 4.5(e). If such Executive died married (regardless of whether he or she had been married during the entire one-year period ending on the date of his death), a lump sum payment shall be made to the Executive's surviving spouse on the first day of the month following the Executive's death, based only on the actuarial equivalence (determined in accordance with Section 4.5(e)) of the death benefits payable under subsection (b) of this Section to the Executive's surviving spouse. If such Executive died unmarried, a lump sum payment shall be made to the Executive's estate on the first day of the month following the Executive's death, based on the actuarial equivalence (determined in accordance with Section 4.5(e)) of the retirement benefit payments that would have been payable to the Executive under this Article 4 if he or she had not died but otherwise had a Separation from Service on the date of his death.

4.7 Payment Election Changes. Prior to January 1, 2009, a Participant may make a new election with respect to the form of payment under this Article 4, provided that such election complies with the transition relief requirements for changing a payment election prescribed by the Internal Revenue Service in Notice 2007-86 (or in any other applicable guidance issued by the Internal Revenue Service). After December 31, 2008, any change by a Participant with respect to the time or form of payment under this Article shall become effective (i) not earlier than the date that is 12 months after the filing of such change and (ii) only if the date for the payment or commencement of payments being elected is at least five years after the date as of which such benefit otherwise would have been paid or commenced being paid in the absence of such change, where for this purpose annuity payments shall be treated as a single payment. Any election or change under this Section shall be made by a Participant on a form prescribed by and filed with or as directed by the Management Committee.

Article 5. General Benefits Provisions

5.1 Continuation of Normal Retirement Benefit. If a Participant receiving a normal retirement benefit under the Plan dies survived by a spouse and/or minor children prior to attaining the age of 70 years, and if such Participant was receiving such benefit in the form of a single-life annuity, the monthly normal retirement benefit payments that had been payable to him or her under the Plan shall be continued to such spouse and/or minor children until the date the Participant would have attained the age of 70 years.

5.2 Continuation of Early or Deferred Vested Retirement Benefit. If a Participant receiving either an early retirement benefit or a deferred vested retirement benefit under the Plan dies survived by a spouse and/or minor children prior to attaining the age specified in the following table that corresponds to such Participant's age at the commencement of such benefit, and if he or she was receiving such benefit in the form of a single-life annuity, the monthly retirement benefit payments that had been payable to him or her under the Plan shall be continued to such spouse and/or minor children until the date the Participant would have attained the age specified in the following table that corresponds to his or her age at the commencement of such benefit:

Benefit Commencement Age	Participant's Age
62 or less	64
63	66
64	68

5.3 Employment Agreement. Any provision of this Section 5.3 to the contrary notwithstanding, no provision of this Section shall apply to the extent such application would cause any benefits under the Plan to be subject to the tax imposed under Section 409A of the Internal Revenue Code. The benefits provided under this Plan to any Executive who has entered into a Change of Control Employment Agreement with his or her Employer shall be adjusted in accordance with the terms of that Agreement. Any terms of a Change of Control Employment Agreement that apply to increase an Executive's age shall apply for all purposes under this Plan, including without limitation an acceleration in the commencement date of the Executive's benefit payments. If such an acceleration causes the Executive's retirement benefit under this Plan to commence before his or her corresponding retirement benefit under the Qualified Pension Plan may commence, the deduction provisions in Step (5) of Section 3.3(b) shall apply using whatever retirement benefit may commence under the Qualified Pension Plan at the time the retirement benefit commences under this Plan (or if no retirement benefit may commence under the Qualified Pension Plan at that time, using the retirement benefit that may commence earliest under the Qualified Pension Plan, but without any adjustment in the amount of the retirement benefit payable under the Qualified Pension Plan to reflect the different commencement dates).

Article 6. Financing

6.1 Financing. The benefits under the Plan shall be paid out of the general assets of the Employers. The benefits shall not be funded in advance of payment in any way. This Article shall be subject to the terms of the Grantor Trust Agreement dated November 16, 2000, by and between the Company and Wachovia Bank N.A., as from time to time in effect, but such terms shall not apply to the extent they would cause any benefits under the Plan to be subject to the tax imposed under Section 409A of the Internal Revenue Code.

6.2 No Trust Created. No provision of the Plan and no action taken under the Plan shall create or be construed to create either a trust of any kind or a fiduciary relationship between the Employers and any Participant, spouse of a Participant or any other person.

6.3 Unsecured Interest. No Participant shall have any interest whatsoever in any specific asset of the Employers. To the extent that any person acquires a right to receive payments under the Plan, the right shall be no greater than the right of any unsecured general creditor of the Employers.

Article 7. Administration

7.1 Administration. The Plan shall be administered by the Company. The Management Committee, which shall be appointed by and serve at the pleasure of the Chief Executive Officer of the Company, shall be authorized to construe and interpret all of the provisions of the Plan, to adopt rules and practices concerning the administration of the same and to make any determinations necessary hereunder, which shall be binding and conclusive on all parties. The Plan is intended to provide compensation and benefits that are not subject to the tax imposed under Section 409A of the Internal Revenue Code and shall be interpreted and administered to the extent possible in accordance with such intent. The Company may appoint one or more persons from members of management whose functions shall be to act for the Company in the administration of the Plan and to establish rules and regulations for such administration.

7.2 Expenses. The cost of payments from the Plan and the expenses of administering the Plan shall be borne by the Employers.

7.3 Tax Withholding. Each Employer may withhold, or require the withholding, from any payment which it is required to make, any federal, state or local taxes required by law to be withheld with respect to such payment and such sum as the Employer may reasonably estimate as necessary to cover any taxes for which the Employer may be liable and which may be assessed with regard to such payment. Upon discharge or settlement of such tax liability, the Employer shall distribute the balance of such sum, if any, to the Participant for whose payment it was withheld, or if such Participant is then deceased, to the surviving spouse or estate of such Participant, whichever is applicable. Prior to making any payment hereunder, each Employer may require such documents from any taxing authority, or may require such indemnities or surety bond as the Employer shall reasonably deem necessary for its protection.

7.4 Claims Procedure. If any person (hereinafter called the "Claimant") feels that he or she is being denied a benefit to which he or she is entitled under the Plan, such Claimant may file a written claim for said benefit with the Management Committee. Within 60 days of the receipt of such claim (or within 120 days of the receipt of such claim if special circumstances require an extension of the time for processing the claim, in which event the Management Committee or its designated representative will furnish the Claimant with a written notice indicating the special circumstances and the time by which a determination with respect to the claim will be made), the Management Committee or its designated representative shall determine and notify the Claimant as to whether he or she is entitled to such benefit. Such notification shall be in writing and, if denying the claim for benefit, shall set forth the specific reason or reasons for the denial, make specific reference to the pertinent provisions of the Plan, and advise the Claimant that he or she may, within 60 days of the receipt of such notice, in writing request the Management Committee to review such denial. In connection with such request for review, the Claimant and/or his or her duly authorized representative may examine copies of any relevant documents and submit information and comments in writing to support the granting of the benefit being claimed. The final decision of the Management Committee with respect to the claim being reviewed shall be made within 60 days following the receipt of the Claimant's request for review unless special circumstances require an extension of time for reviewing the claim, in which event (i) the Management Committee or its designated representative will furnish a written notice of such extension to the Claimant, and (ii) the final decision of the Management Committee shall be made as soon as possible but in no event later than 120 days after the receipt of the Claimant's request for review. The Management Committee shall in writing notify the Claimant of its final decision, again specifying the reasons therefor and the pertinent provisions of the Plan upon which such decision is based. The final decision of the Management Committee with respect to a claim shall be conclusive and binding upon the Claimant and all other parties having or claiming to have an interest in such claim.

Article 8. Miscellaneous

8.1 Nontransferability. In no event shall an Employer make any payment under the Plan to any assignee or creditor of a Participant or his or her spouse. Prior to the time of a payment under the Plan, a Participant or his or her spouse shall have no rights by way of anticipation or otherwise to assign or otherwise dispose of any interest under the Plan, nor shall rights be assigned or transferred by operation of law (except pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Internal Revenue Code).

8.2 Amendment or Termination. The Board of Directors of the Company or the Compensation and Human Resources Committee of said Board of Directors shall have the right and power at any time and from time to time to amend this Plan, in whole or in part, and at any time to terminate this Plan; provided, however, that (i) no such amendment or termination shall reduce the benefits accrued to an Executive under this Plan on the date of such amendment or termination, or further defer the due date of any payment of such benefits, without the consent of the affected Executive, and (ii) no such amendment or termination shall impair any election available to an Executive to receive a lump sum payment under Article 3 or 4 or reduce the actuarial equivalence of such lump payment unless such amendment or termination is approved by the Board of Directors of the Company or its Compensation and Human Resources Committee.

8.3 Superseded Plan Benefits. Except as provided in Section 3.8 of this Plan, if a participant in the Lennox Industries Inc. Supplemental Retirement Plan retired from Lennox Industries Inc. prior to January 1, 1991, any supplemental retirement benefit payments to which he or she and his or her spouse may be entitled shall be governed solely by the provisions of that plan as in effect on the date he or she retired.

8.4 Employment Noncontractual. The establishment of the Plan shall not enlarge or otherwise affect the terms of any Executive's employment with his or her Employer, and any Employer may terminate the employment of an Executive as freely and with the same effect as if the Plan had not been established.

8.5 Applicable Law. This instrument shall be construed in accordance with and governed by the internal laws (and not the principles relating to conflicts of laws) of the State of Texas to the extent not superseded by the laws of the United States.

IN WITNESS WHEREOF, this amended and restated Plan has been executed this ____ day of ____, 2008, to be effective as of January 1, 2009.

LENNOX INTERNATIONAL INC.

By: _____
Title:

LENNOX INTERNATIONAL INC.
PROFIT SHARING RESTORATION PLAN
(As Amended and Restated Effective as of January 1, 2009)

THIS PROFIT SHARING RESTORATION PLAN, made and executed in Richardson, Texas, by LENNOX INTERNATIONAL INC., a Delaware corporation (the "Company"),

WITNESSETH THAT:

WHEREAS, the Company has maintained an unfunded employee benefit plan known as the Lennox International Inc. Profit Sharing Restoration Plan (the "Plan") to supplement the benefits payable under the Lennox International Inc. Profit Sharing Retirement Plan to or with respect to any participant therein whose interest thereunder or under the prior Lennox Industries Inc. Profit Sharing Retirement Plan has been limited because of (a) the maximum annual addition limitation imposed by Section 415 of the Internal Revenue Code of 1986, as amended (the "Code"), and/or (b) the annual compensation limitation imposed by Section 401(a)(17) of the Code; and

WHEREAS, the Company now desires to amend the Plan to make certain changes;

NOW, THEREFORE, pursuant to the provisions of Section 5 thereof, the Plan is hereby amended by restatement in its entirety to read as follows:

Section 1. Defined Terms. As used herein,

(a) "Employers" means the Company, Lennox Industries Inc., Heatcraft Inc. and any other trade or business which may adopt this Plan with the consent of the Chief Executive Officer of the Company.

(b) "Executive" means (i) prior to January 1, 1998, any employee in the employ of an Employer assigned an executive labor grade of 8 or above, (ii) during 1998 and 1999, any employee who was an Executive on December 31, 1997, and any other employee in the employ of an Employer who was a Vice President-A or who filled a position after discontinuance of the labor grade system that previously had been an executive labor grade of 8 or above, and (iii) after December 31, 1999, any employee who was an Executive on such date and any other employee in the employ of an Employer (A) in the position of either Chief Executive Officer or Chief Operating Officer of the Company or (B) in an Executive Vice President position reporting directly to either such officer. An employee who satisfies the requirements to become an Executive shall remain an Executive for purposes of this Plan until his or her benefits under this Plan have been fully distributed.

(c) "Profit Sharing Plan" means the Lennox International Inc. Profit Sharing Retirement Plan, except that for periods of time prior to January 1, 1991, such term means the Lennox Industries Inc. Profit Sharing Retirement Plan and for periods of time after December 31, 2008, such term means the Profit Sharing Plan portion of the Lennox International Inc. Merged Profit Sharing and 401(k) Retirement Plan for Salaried Employees.

(d) "Separation from Service" means with respect to an Executive, such Executive's separation from service (within the meaning of Section 409A of the Code and the regulations and other guidance issued thereunder) with the group of employers that includes the Company and each Affiliated Company. An employee's Separation from Service shall be deemed to occur on the date as of which the employee and his or her employer reasonably anticipate that no further services will be performed after such date or that the level of bona fide services the employee will perform after such date (whether as an employee or an independent contractor) will permanently decrease to no more than 20% of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the employer if the employee has been providing services to the employer less than 36 months). For purposes of this definition, "Affiliated Company" shall mean any incorporated or unincorporated trade or business or other entity or person, other than the Company, that along with the Company is considered a single employer under Section 414(b) or Section 414(c) of the Code.

(e) "Specified Employee" means an Executive who is a specified employee within the meaning of Section 409A(a)(2) of the Code and the regulations and other guidance issued thereunder. Specified Employees shall be identified by the Compensation and Human Resources Committee of the Board of Directors of the Company.

Unless the context clearly indicates otherwise, the other words and phrases used in this Plan shall have the meanings assigned to them under the provisions of the Profit Sharing Plan.

Section 2. Administration. This Plan shall be administered by the Company in a manner consistent with the administration of the Profit Sharing Plan, except that this Plan shall be administered as an unfunded plan which is not intended to qualify under the provisions of Section 401(a) of the Code. The Company shall perform and exercise all of the duties and powers granted to it under the terms of this Plan. The Management Committee, which shall be appointed by and serve at the pleasure of the Chief Executive Officer of the Company, shall interpret the provisions of this Plan. The Plan is intended to provide compensation and benefits that are not subject to the tax imposed under Section 409A of the Code and shall be interpreted and administered to the extent possible in accordance with such intent. The Company may adopt such rules and regulations for the administration of this Plan as are consistent with the terms hereof and shall keep adequate records of its proceedings and acts with respect to the Plan. All interpretations and decisions made and other action taken by the Management Committee shall be conclusive and binding upon all parties having or claiming to have an interest under this Plan.

Section 3. Deferred Compensation Accounts. Each Employer shall establish and maintain on its books a deferred compensation account for each Executive in its employ whose allocable share of Employer contributions and/or forfeitures under the Profit Sharing Plan has been limited in a Plan Year commencing after December 31, 1982, and before January 1, 2009, by the maximum annual addition limitation imposed by Section 415 of the Code and/or the annual compensation limitation imposed by Section 401(a)(17) of the Code. Such account shall be designated by the name of the Executive for whom established and shall be credited as of the end of each such Plan Year with an amount equal to the excess of (a) the total amount of Employer contributions and forfeitures which would have been allocated to such Executive under the Profit Sharing Plan for such year in the absence of said maximum annual addition limitation and annual compensation limitation, over (b) the amount of Employer contributions and forfeitures actually allocated to such Executive under the Profit Sharing Plan for such year. In addition, as of the date of each valuation and adjustment of Accounts under the Profit Sharing Plan (including any such date within a period during which installment distributions are being made pursuant to Section 4 of this Plan and any such date within a payment delay prescribed by Section 4(b) of this Plan), such Executive's deferred compensation account shall be adjusted to reflect the same rate of increase or decrease in value as is used to adjust his or her Employer Account under the Profit Sharing Plan for the valuation and adjustment period ending as of such date. No contribution made by an Employer to the Lennox International Inc. Merged Profit Sharing and 401(k) Retirement Plan for Salaried Employees after December 31, 2008, shall constitute an Employer contribution for purposes of this Plan.

Section 4. Account Payments.

(a) Upon the termination of an Executive's employment with an Employer, any portion of the amount credited to such Executive's deferred compensation account that is not subject to Section 409A of the Code shall be paid to such Executive (or, in the event of his or her death, to the beneficiary or beneficiaries designated by such Executive for the purposes of the Profit Sharing Plan) in approximately equal annual installments over a period of ten years; provided, however, that with the consent of the Company, such Executive (or, in the event of his or her death, the beneficiary or beneficiaries of such Executive) may elect to receive such amount either in a single lump sum payment or in approximately equal annual installments over a period of five years. For the purposes of this Plan, an Executive's employment with an Employer shall not be considered to have terminated so long as such Executive is in the employ of any Employer or Affiliated Company.

(b) Upon an Executive's Separation from Service, the portion of such Executive's deferred compensation account that is subject to Section 409A of the Code shall be paid to such Executive (or, in the event of his or her death, to the beneficiary or beneficiaries designated by such Executive for the purposes of the Profit Sharing Plan) in a single lump sum payment on the first day of the month following the Executive's Separation from Service unless the Executive made an effective election to have such portion paid in (i) annual installments over a period of five years or (ii) annual installments over a period of 10 years, with installments commencing in either case on the first day of the month following the Executive's Separation from Service and continuing on anniversary dates thereof. The amount of any annual installment shall be determined by dividing the total undistributed balance remaining to be paid by the number of installments remaining to be paid. The foregoing provisions of this subsection (b) to the contrary notwithstanding, if any Executive whose Separation from Service occurs is a Specified Employee as of the date of his or her Separation from Service, then any payment from such portion that would be made (without regard to this sentence) prior to the first day of the seventh month after the date of such Executive's Separation from Service shall not be made until the first day of the seventh month after the date of the Separation from Service of such Executive (or if earlier, the first day of the month after the death of such Executive). Prior to January 1, 2009, an Executive may make a new election with respect to the form of payment under this subsection (b), provided that such election complies with the transition relief requirements for changing a payment election prescribed by the Internal Revenue Service in Notice 2007-86 (or in any other applicable guidance issued by the Internal Revenue Service). After December 31, 2008, any change by an Executive with respect to the time or form of payment under this subsection (b) shall become effective (i) not earlier than the date that is 12 months after the filing of such change and (ii) only if the date for the payment or commencement of payments being elected is at least five years after the date as of which such benefit otherwise would have been paid or commenced being paid under this subsection (b) in the absence of such change, where for this purpose installment payments shall be treated as a single payment. Any election or change under this subsection (b) shall be made by an Executive on a form prescribed by and filed with or as directed by the Management Committee.

(c) Any provision of this Section to the contrary notwithstanding, if an Executive is not fully vested in the amount credited to his or her Employer Account under the Profit Sharing Plan at the date of his or her Separation from Service, then the amount credited to such Executive's deferred compensation account under this Plan shall be reduced at the date of such Separation from Service to an amount equal to (y) the amount then credited to his or her deferred compensation account under this Plan, multiplied by (z) the vested percentage applicable to such Executive's Employer Account under Section 4.2 of the Profit Sharing Plan as of the date of such Separation from Service.

Section 5. Amendment and Termination. The Board of Directors of the Company or the Compensation and Human Resources Committee of said Board of Directors shall have the right and power at any time and from time to time to amend this Plan, in whole or in part, on behalf of all Employers, and at any time to terminate this Plan or any Employer's participation hereunder; provided, however, that no such amendment or termination shall reduce the amount actually credited to an Executive's deferred compensation account under this Plan on the date of such amendment or termination, or further defer the due date for the payment of such amount, without the consent of the affected Executive.

Section 6. Nature of Plan and Rights. This Plan is unfunded and maintained by the Employers primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees of the Employers. The deferred compensation accounts established and maintained under this Plan by an Employer are for accounting purposes only and shall not be deemed or construed to create a trust fund of any kind or to grant a property interest of any kind to any Executive or his or her beneficiaries. The amounts credited by an Employer to said accounts are and for all purposes shall continue to be a part of the general assets of such Employer and, to the extent that an Executive or beneficiary acquires a right to receive payments from such Employer pursuant to this Plan, such right shall be no greater than the right of any unsecured general creditor of such Employer. This Section shall be subject to the terms of the Grantor Trust Agreement dated November 16, 2000, by and between the Company and Wachovia Bank N.A., as from time to time in effect, but such terms shall not apply to the extent they would cause any benefits under the Plan to be subject to the tax imposed under Section 409A of the Code.

Section 7. Spendthrift Provision. No account balance or other right or interest of an Executive or beneficiary under this Plan may be assigned, transferred or alienated, in whole or in part, either directly or by operation of law (except pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code), and no such balance, right or interest shall be liable for or subject to any debt, obligation or liability of such Executive or beneficiary.

Section 8. Employment Noncontractual. The establishment of this Plan shall not enlarge or otherwise affect the terms of any Executive's employment with his or her Employer, and such Employer may terminate the employment of such Executive as freely and with the same effect as if this Plan had not been established.

Section 9. Applicable Law. This Plan shall be governed by and construed in accordance with the internal laws (and not the principles relating to conflicts of laws) of the State of Texas, except where superseded by federal law.

Section 10. Change of Control. Any provision of this Plan to the contrary notwithstanding, during the 90-day period following the occurrence of a Change of Control (as defined in the Lennox International Inc. Grantor Trust Agreement), each Executive may elect irrevocably that any amount of his or her deferred compensation account that is not subject to Section 409A of the Code and that is payable upon his or her subsequent termination of employment be paid either in a single lump sum payment or in approximately equal annual installments over a period of five years, whichever form the Executive elects, and the consent of the Company shall not be required for such election. The benefits provided under this Plan to any Executive who has entered into a Change of Control Employment Agreement with his or her Employer shall be adjusted in accordance with the terms of that Agreement, except to the extent that any such adjustment would cause any benefits under the Plan to be subject to the tax imposed under Section 409A of the Code.

Section 11. Claims Procedure. If any person (hereinafter called the "Claimant") feels that he or she is being denied a benefit to which he or she is entitled under this Plan, such Claimant may file a written claim for said benefit with the Management Committee. Within 60 days of the receipt of such claim (or within 120 days of the receipt of such claim if special circumstances require an extension of the time for processing the claim, in which event the Management Committee or its designated representative will furnish the Claimant with a written notice indicating the special circumstances and the time by which a determination with respect to the claim will be made), the Management Committee or its designated representative shall determine and notify the Claimant as to whether he or she is entitled to such benefit. Such notification shall be in writing and, if denying the claim for benefit, shall set forth the specific reason or reasons for the denial, make specific reference to the pertinent provisions of this Plan, and advise the Claimant that he or she may, within 60 days of the receipt of such notice, in writing request the Management Committee to review such denial. In connection with such request for review, the Claimant and/or his or her duly authorized representative may examine copies of any relevant documents and submit information and comments in writing to support the granting of the benefit being claimed. The final decision of the Management Committee with respect to the claim being reviewed shall be made within 60 days following the receipt of the Claimant's request for review unless special circumstances require an extension of time for reviewing the claim, in which event (i) the Management Committee or its designated representative will furnish a written notice of such extension to the Claimant, and (ii) the final decision of the Management Committee shall be made as soon as possible but in no event later than 120 days after the receipt of the Claimant's request for review. The Management Committee shall in writing notify the Claimant of its final decision, again specifying the reasons therefor and the pertinent provisions of this Plan upon which such decision is based. The final decision of the Management Committee with respect to a claim shall be conclusive and binding upon the Claimant and all other parties having or claiming to have an interest in such claim.

IN WITNESS WHEREOF, this amended and restated Plan has been executed this _____ day of _____, 2008, to be effective as of January 1, 2009.

LENNOX INTERNATIONAL INC.

By: _____
Title:

LENNOX INTERNATIONAL INC.
2009 Long-Term Incentive Award Agreement
U.S. Employees — Vice President

THIS AGREEMENT (“Agreement”) is made as of the December 11, 2008 (the “Award Date”), by and between Lennox International Inc., a Delaware corporation (the “Company”), and «First» «Last» (“Participant”).

The Company has adopted the 1998 Incentive Plan of Lennox International Inc. (the “Plan”), a copy of which is attached hereto as Exhibit A and made a part hereof, for the benefit of eligible employees and directors of the Company and its Subsidiaries. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Plan.

Pursuant to the Plan, the Compensation and Human Resources Committee (the “Committee”), which has been assigned responsibility for administering the Plan, has determined that it is in the interest of the Company and its stockholders to make the awards provided herein in order to encourage Participant to remain in the employ of the Company or its Subsidiaries, to increase Participant’s personal interest in the continued success and progress of the Company and 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 to be realized only upon attainment of established goals.

The Company and Participant therefore agree as follows:

1. **Grant of Awards.** Subject to the terms and conditions herein, the Company grants to the Participant:

(a) PSU Award — for the period beginning on January 1, 2009 and ending on December 31, 2011 (the “Performance Period”), an award of «Units» units of Common Stock (the “PSU Award”);

(b) RSU Award — for the period beginning on December 11, 2008 and ending on December 11, 2011 (the “Retention Period”), an award of «Units» units of restricted Common Stock (the “RSU Award”); and

(c) SAR Award — for the period beginning on December 11, 2008 and ending on December 11, 2015 (the “SAR Period”), the right to the increase (if any) between the actual selling price of «Units» shares of Common Stock (the “SAR Award”) on the date of exercise over the “Fair Market Value” of such units on the Award Date. The “Fair Market Value” of the units on the Award Date is \$_____ per share.

2. Conditions for Vesting and Exercise.

(a) PSU Award — Fifty percent (50%) of the PSU Award is based upon satisfaction of a core net income growth rate target (“Net Income”) for the three-year Performance Period, and fifty percent (50%) of the PSU Award is based upon satisfaction of a return on invested capital target (“ROIC”) for the three-year Performance Period. Subject to paragraphs 5 and 6 herein, at the end of the Performance Period, the Company shall apply the Company’s attained levels of performance to the PSU Award to calculate the number of whole shares earned by the Participant (the “PSU Earned Awards”). The Committee shall determine Participant’s total PSU Earned Award for such period by reference to the following performance matrix:

Performance Share Program — Performance Standards

	<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>
Earned Award Payout	50%	100%	200%
Net Income - 3 year CAGR			
ROIC - 3 year weighted average*			

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

If, at the end of the Performance Period, at least the threshold performance level has been attained for either or both of the Net Income or ROIC performance measures, the PSU Earned Award will be vested in accordance with the performance matrix set forth above. To the extent that each PSU Earned Award payout level attained is less than 100%, the difference between 100% and each PSU Earned Award distributed, if any, shall be forfeited.

(b) RSU Award — Subject to paragraphs 5 and 6 herein, at the end of the Retention Period, the RSU Award shall vest and be distributed to the Participant (the “RSU Earned Awards”).

(c) SAR Award — Subject to paragraphs 5 and 6 herein, the SAR Award may be exercised only to the extent the SAR Award has become vested in accordance with the following schedule:

<u>Date</u>	<u>Shares Available for Purchase</u>
December 11, 2009	33 1/3%
December 11, 2010	66 2/3%
December 11, 2011	100%

To the extent the SAR Award becomes exercisable, such SAR Award may be exercised in whole or in part (at any time or from time to time, except as otherwise provided herein) until expiration of the SAR Period.

3. Method and Time of Payment.

(a) PSU Award — PSU Earned Awards shall be paid as soon as practicable following the end of the Performance Period. PSU Earned Awards shall be paid in the form of the nearest number of whole shares of Common Stock which is equal to or less than the units determined by the reference to the matrix specified in paragraph 2(a) above. Subject to the withholding referred to in paragraph 4 herein, the Company shall deliver to Participant certificates issued in Participant's name for the number of shares to be issued to Participant.

(b) RSU Awards — RSU Earned Awards shall be paid as soon as practicable following the end of the Retention Period. RSU Earned Awards shall be paid in whole shares of Common Stock. Subject to the withholding referred to in paragraph 4 herein, the Company shall deliver to Participant certificates issued in Participant's name for the number of shares to be issued to Participant.

(c) SAR Award — Subject to the withholding referred to in paragraph 4 herein, the Company shall deliver to Participant certificates issued in Participant's name for the number of shares of Common Stock, in the form of the nearest number of whole shares of Common Stock, which represent the increase (if any) between the actual selling price of the Common Stock on the date of exercise over the Fair Market Value of the Common Stock on the Award Date.

4. **Withholding for Taxes.** Participant acknowledges and agrees that the Company may deduct from the shares of Common Stock otherwise deliverable in connection with a PSU Earned Award, a RSU Earned Award, or an exercise of a vested SAR Award, a number of whole shares of Common Stock (valued at their Fair Market Value on the date of distribution for a PSU Earned Award or a RSU Earned Award, or at the actual selling price on the date of exercise for a SAR Award) that is at least equal to 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, a PSU Award, a RSU Award or a SAR Award shall terminate at the times specified below:

(a) If Participant terminates employment with the Company and its Subsidiaries voluntarily or is terminated by the Company or a Subsidiary for Cause (as defined in any applicable employment agreement between the Company or Subsidiary and the Participant or as determined by the Committee in its sole discretion in the absence of any such employment agreement), then any PSU Award, RSU Award or SAR Award shall terminate immediately and all units subject to such award shall be forfeited immediately upon such termination of Participant's employment.

(b) If Participant's employment with the Company and its Subsidiaries is terminated by the Company or a Subsidiary not for Cause, (i) any unearned or unvested PSU Awards or RSU Awards shall terminate immediately and all unearned or unvested units subject to such award shall be canceled immediately upon such termination of Participant's employment, and (ii) any SAR Award, to the extent vested and exercisable, shall continue to be exercisable for a period not to exceed 90 days following Participant's termination of employment, but to the extent not vested and exercisable on the date of Participant's termination from employment, shall terminate immediately and all unvested units subject to such award shall be forfeited immediately upon such termination of Participant's employment.

(c) If Participant's employment with the Company and its Subsidiaries is terminated by the Company or a Subsidiary for any reason within one year following a Change of Control (as defined in paragraph 17 herein), any SAR Award, to the extent vested and exercisable, shall continue to be exercisable for a period not to exceed 90 days following Participant's termination of employment.

(d) If Participant's employment with the Company and its Subsidiaries is terminated by reason of Participant's retirement under an employee pension benefit plan maintained by the Company or a Subsidiary, Participant shall receive (i) a prorata amount of Participant's PSU Award, based upon the portion of the Performance Period the Participant actually served as an employee of the Company or a Subsidiary determined as of the date of retirement, only to the extent the minimum performance level of the Company has been attained in accordance with paragraph 2(a) above, and the remaining amount of the PSU Award shall be forfeited; (ii) a prorata amount of Participant's RSU Award, based upon the portion of the Retention Period the Participant actually served as an employee of the Company or a Subsidiary determined as of the date of retirement, and the remaining amount of the RSU Award shall be forfeited; and (iii) to the extent then vested and exercisable, the SAR Award shall continue to be vested and exercisable for the remainder of the SAR Period, and the remaining unvested and unexercisable portion of the SAR Award shall be forfeited. In the case of a PSU Award or a RSU Award, the prorata amount shall be payable as soon as practicable after the end of the Performance Period or the Retention Period, as applicable.

(e) If Participant's employment with the Company and its Subsidiaries is terminated by reason of Participant's death or Disability (as defined in paragraph 17 herein), Participant, or in the event of Participant's death, Participant's beneficiary, shall receive (i) a prorata amount of Participant's PSU Award, based upon the Company's attainment of its performance goals (as determined in the sole discretion of the Committee), determined as of the date of death or Disability), and the remaining amount of the PSU Award shall be forfeited; (ii) a prorata amount of Participant's RSU Award, based upon the portion of the Retention Period the Participant actually served as an employee of the Company or a Subsidiary determined as of the date of death or Disability, and the remaining amount of the RSU Award shall be forfeited; and (iii) to the extent then unvested, the SAR Award shall become fully vested and exercisable and shall continue to be exercisable for the remainder of the SAR Period. In the case of a PSU Award or a RSU Award, the prorata amount shall be payable as soon as practicable.

6. **Change of Control.** Notwithstanding any other provision contained in this Agreement, upon the occurrence of a Change of Control, PSU Awards and RSU Awards shall become fully vested and be distributed to the Participant, and SAR Awards shall become fully vested and exercisable by the Participant.

7. **Nontransferability of Award.** During Participant's lifetime, a PSU Award, a RSU Award and a SAR Award are not transferable (voluntarily or involuntarily) other than pursuant to a domestic relations order and, except as otherwise required pursuant to a domestic relations order, are payable only to Participant or Participant's court appointed legal representative. Participant may designate a beneficiary or beneficiaries to whom the benefits of the PSU Award, RSU Award or SAR Award shall pass upon Participant's death and may change such designation from time to time by filing a written designation of beneficiary or beneficiaries with the Company or its designee, provided that no such designation shall be effective unless so filed prior to the death of Participant. If no such designation is made or if the designated beneficiary does not survive Participant's death, the benefits of the PSU Award, RSU Award or SAR Award shall pass by will or the laws of descent and distribution.

8. **No Stockholder Rights.** Participant shall not be deemed for any purpose, including voting rights and dividends, to be, or to have any of the rights of, a stockholder of the Company with respect to any shares or units of Common Stock as to which this Agreement relates until such shares shall have been issued to Participant by the Company. Furthermore, the existence of this Agreement shall not affect in any way the right or power of the Company or its stockholders to accomplish any corporate act, including, without limitation, the acts referred to in Section 15 of the Plan.

9. **Adjustments.** As provided in Section 13 of the Plan, certain adjustments may be made to shares of Common Stock upon the occurrence of events or circumstances described in Section 13 of the Plan.

10. **Restrictions Imposed by Law.** Without limiting the generality of Section 16 of the Plan, 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 shall in no event be obligated to take any affirmative action in order to cause the delivery of shares of Common Stock to comply with any such law, rule, regulation or agreement.

11. **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 shall be in writing and shall be (a) delivered personally to the following address:

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

or (b) sent by first class mail, postage prepaid and addressed as follows:

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 shall be in writing and shall be delivered personally, or shall be 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.

12. **Amendment.** Notwithstanding any other provisions hereof, this Agreement may be supplemented or amended from time to time as approved by the Committee as contemplated by Section 6 of the Plan. Without limiting the generality of the foregoing, without the consent of Participant:

(a) this Agreement may be amended or supplemented (i) to cure any ambiguity or to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, or (ii) to add to the covenants and agreements of the Company for the benefit of Participant or surrender any right or power reserved to or conferred upon the Company in this Agreement; subject, however, to any required approval of the Company's stockholders and, provided, in each case, that such changes or corrections shall not adversely affect the rights of Participant with respect to the PSU Award, RSU Award or SAR Award evidenced hereby without the Participant's consent, (iii) to make changes to the number of shares of Common Stock subject to Participant's PSU Award, RSU Award or SAR Award or to change the performance standards of paragraph 2(a) above, as equitably determined by the Committee to reflect adjustment required by the effect of a major corporate event such as the acquisition or disposition of a Subsidiary or major business activity or substantial operating assets, or a "going public" event; or (iv) to make such other changes as the Company, upon advice of counsel, determines are necessary or advisable because of the adoption or promulgation of, or change in or to the interpretation of, any law or governmental rule or regulation, including any applicable Federal or state securities laws; and

(b) subject to Section 6 of the Plan and any required approval of the Company's stockholders, the PSU Award, RSU Award or SAR Award evidenced by this Agreement may be canceled by the Committee and a new PSU Award, RSU Award or SAR Award made in substitution therefore, provided that the PSU Award, RSU Award or SAR Award so substituted shall satisfy all requirements of the Plan as of the date such new PSU Award, RSU Award or SAR Award is made and no such action shall adversely affect an PSU Award, RSU Award or SAR Award without Participant's consent.

13. **Participant Employment.** Nothing contained in this Agreement, and no action of the Company or the Committee with respect hereto, shall confer or be construed to confer on Participant any right to continue in the employ of the Company or any of its Subsidiaries or interfere in any way with the right of the Company or any employing Subsidiary to terminate Participant's employment at any time, with or without cause; subject, however, to the provisions of any employment agreement between Participant and the Company or any Subsidiary.

14. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware.

15. **Construction.** References in this Agreement to "this Agreement" and the words "herein," "hereof," "hereunder" and similar terms include all Exhibits and Schedules appended hereto, including the Plan. This Agreement is entered into, and the PSU Award, RSU Award and SAR Award evidenced hereby is granted, pursuant to the Plan and shall be governed by and construed in accordance with the Plan and the administrative interpretations adopted by the Committee thereunder. All decisions of the Committee upon questions regarding the Plan or this Agreement shall be conclusive. Unless otherwise expressly stated herein, in the event of any inconsistency between the terms of the Plan and this Agreement, the terms of the Plan shall control. The headings of the paragraphs of this Agreement have been included for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

16. **Rules by Committee.** The rights of Participant and obligations of the Company hereunder shall be subject to such reasonable rules and regulations as the Committee may adopt from time to time hereafter.

17. **Definitions.** As used in this Agreement, the terms set forth below shall have the following respective meanings:

(a) "Beneficial Owner" shall mean, with reference to any securities, any Person if:

(i) such Person is the "beneficial owner" (as determined pursuant to Rule 13d-3 of the General Rules and Regulations under the Exchange Act, as in effect on the date of this Agreement) of such securities; provided, however, that a Person shall not be deemed the "Beneficial Owner" of, or to "beneficially own," any security under this subsection (i) as a result of an agreement, arrangement or understanding to vote such security if such agreement, arrangement or understanding: (x) arises solely from a revocable proxy or consent given in response to a public (i.e., not including a solicitation exempted by Rule 14a-2(b)(2) of the General Rules and Regulations under the Exchange Act) proxy or consent solicitation made pursuant to, and in accordance with, the applicable provisions of the General Rules and Regulations under the Exchange Act and (y) is not then reportable by such Person on Schedule 13D under the Exchange Act (or any comparable or successor report); or

(ii) such Person is a member of a group (as that term is used in Rule 13d-5(b) of the General Rules and Regulations under the Exchange Act) that includes any other Person (other than an Exempt Person) that beneficially owns such securities;

provided, however, that nothing in this definition shall cause a Person engaged in business as an underwriter of securities to be the Beneficial Owner of, or to “beneficially own,” any securities acquired through such Person’s participation in good faith in a firm commitment underwriting until the expiration of forty (40) days after the date of such acquisition. For purposes hereof, “voting” a security shall include voting, granting a proxy, consenting or making a request or demand relating to corporate action (including, without limitation, a demand for a stockholder list, to call a stockholder meeting or to inspect corporate books and records) or otherwise giving an authorization (within the meaning of Section 14(a) of the Exchange Act) in respect of such security.

(b) “Change in Control” shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(i) Any Person (other than an Exempt Person) shall become the Beneficial Owner of 35% or more of the shares of Common Stock then outstanding or 35% or more of the combined voting power of the Voting Stock of the Company then outstanding; provided, however, that no Change in Control shall be deemed to occur for purposes of this subsection (i) if such Person shall become a Beneficial Owner of 35% or more of the shares of Common Stock or 35% or more of the combined voting power of the Voting Stock of the Company solely as a result of (x) an Exempt Transaction or (y) an acquisition by a Person pursuant to a reorganization, merger or consolidation, if, following such reorganization, merger or consolidation, the conditions described in clauses (x), (y) and (z) of subsection (iii) of this definition are satisfied;

(ii) Individuals who, as of the Effective Date, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board; provided, further, that there shall be excluded, for this purpose, any such individual whose initial assumption of office occurs as a result of any election contest with respect to the election or removal of directors or other solicitation of proxies or consents by or on behalf of a person other than the Board;

(iii) Approval by the shareholders of the Company of a reorganization, merger or consolidation, in each case, unless, following such reorganization, merger or consolidation, (x) more than 65% of the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation and the combined voting power of the then outstanding Voting Stock of such corporation is beneficially owned, directly or indirectly, by all or substantially all of the Persons who were the Beneficial Owners of the outstanding Common Stock immediately prior to such reorganization, merger or consolidation (ignoring, for purposes of this clause (x), the first proviso in subsection (i) of the definition of "Beneficial Owner" set forth above) in substantially the same proportions as their ownership immediately prior to such reorganization, merger or consolidation of the outstanding Common Stock, (y) no Person (excluding any Exempt Person or any Person beneficially owning, immediately prior to such reorganization, merger or consolidation, directly or indirectly, 35% or more of the Common Stock then outstanding or 35% or more of the combined voting power of the Voting Stock of the Company then outstanding) beneficially owns, directly or indirectly, 35% or more of the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation or the combined voting power of the then outstanding Voting Stock of such corporation and (z) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger or consolidation were members of the Incumbent Board at the time of the execution of the initial agreement or initial action by the Board providing for such reorganization, merger or consolidation; or

(iv) Approval by the shareholders of the Company of (x) a complete liquidation or dissolution of the Company, unless such liquidation or dissolution is approved as part of a plan of liquidation and dissolution involving a sale or disposition of all or substantially all of the assets of the Company to a corporation with respect to which, following such sale or other disposition, all of the requirements of clauses (y)(A), (B) and (C) of this subsection (iv) are satisfied, or (y) the sale or other disposition of all or substantially all of the assets of the Company, other than to a corporation, with respect to which, following such sale or other disposition, (A) more than 65% of the then outstanding shares of common stock of such corporation and the combined voting power of the Voting Stock of such corporation is then beneficially owned, directly or indirectly, by all or substantially all of the Persons who were the Beneficial Owners of the outstanding Common Stock immediately prior to such sale or other disposition (ignoring, for purposes of this clause (y)(A), the first proviso in subsection (i) of the definition of "Beneficial Owner" set forth above) in substantially the same proportions as their ownership, immediately prior to such sale or other disposition, of the outstanding Common Stock, (B) no Person (excluding any Exempt Person and any Person beneficially owning, immediately prior to such sale or other disposition, directly or indirectly, 35% or more of the Common Stock then outstanding or 35% or more of the combined voting power of the Voting Stock of the Company then outstanding) beneficially owns, directly or indirectly, 35% or more of the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding Voting Stock of such corporation and (C) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement or initial action of the Board providing for such sale or other disposition of assets of the Company.

(c) "Common Stock" shall mean the common stock, par value \$.01 per share, of the Company.

(d) "Disability" shall mean permanently disabled (completely unable to perform Participant's duties as defined in the benefit plans of the Company).

(e) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(f) "Exempt Person" shall mean the Company, any subsidiary of the Company, any employee benefit plan of the Company or any subsidiary of the Company, and any Person organized, appointed or established by the Company for or pursuant to the terms of any such plan.

(g) "Exempt Transaction" shall mean an increase in the percentage of the outstanding shares of Common Stock or the percentage of the combined voting power of the outstanding Voting Stock of the Company beneficially owned by any Person solely as a result of a reduction in the number of shares of Common Stock then outstanding due to the repurchase of Common Stock by the Company, unless and until such time as such Person shall purchase or otherwise become the Beneficial Owner of additional shares of Common Stock constituting 3% or more of the then outstanding shares of Common Stock or additional Voting Stock representing 3% or more of the combined voting power of the then outstanding Voting Stock.

(h) "Fair Market Value" means the fair market value of a share of Common Stock as most recently fixed and determined (prior to the date of the event giving rise to the use and application of such term) as follows: (i) if shares of Common Stock are listed on a national securities exchange, the mean between the highest and lowest sales price per share of Common Stock on the consolidated transaction reporting system for the principal national securities exchange on which shares of Common Stock are listed on that date, or, if there shall have been no such sale so reported on that date, on the last preceding date on which such a sale was so reported, (ii) if shares of Common Stock are not so listed but are quoted on the Nasdaq National Market, the mean between the highest and lowest sales price per share of Common Stock reported by the Nasdaq National Market on that date, on the last preceding date on which such a sale was so reported, (iii) if the Common Stock is not so listed or quoted, the mean between the closing bid and asked price on that date, or, if there are no quotations available for such date, on the last preceding date on which such quotations shall be available, as reported by the Nasdaq Stock market, or, if not reported by the Nasdaq Stock Market, by the National Quotation Bureau Incorporated.

(i) "Person" shall mean any individual, firm, corporation, partnership, association, trust, unincorporated organization or other entity.

(k) "Subsidiary" mean, with respect to any Person, (i) a corporation a majority of whose Voting Stock is at the time, directly or indirectly, owned by such Person, by one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries thereof or (ii) any other Person (other than a corporation), including, without limitation, a joint venture, in which such Person, one or more Subsidiaries thereof or such Person and one or more Subsidiaries thereof, directly or indirectly, at the date of determination thereof, have at least majority ownership interest entitled to vote in the election of directors, managers or trustees thereof (or other Persons performing similar functions).

(l) "Voting Stock" shall mean, with respect to a corporation, all securities of such corporation of any class or series that are entitled to vote generally in the election of directors of such corporation (excluding any class or series that would be entitled so to vote by reason of the occurrence of any contingency, so long as such contingency has not occurred).

18. **Entire Agreement.** Subject to the provisions of any applicable written employment agreement between Participant and the Company or any Subsidiary, Participant and the Company hereby declare and represent that no promise or agreement not herein expressed has been made and that this Agreement contains the entire agreement between the parties hereto 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.

19. **Participant Acceptance.** Participant shall signify acceptance of the terms and conditions of this Agreement by electronic signature or by signing in the space provided at the end hereof and returning a signed copy to the Company.

LENNOX INTERNATIONAL INC.

By: _____

Name: _____

Title:

ACCEPTED:

Signed: _____

«First» «Last»

Date: _____

«Date»