
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 10, 2009

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)

Amendment to Directors' Retirement Plan

On December 11, 2009, the Company amended and restated the Company's Directors' Retirement Plan (the "DRP") for grandfathered non-employee Directors who were active Board members prior to 1998. The amendment to the DRP was made to adjust retirement payments paid to a Director entitled to retirement benefits without increasing the benefit.

A copy of the DRP is filed as Exhibit 10.1 and is incorporated herein by reference.

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

On December 10, 2009, the Company's Compensation and Human Resources Committee (the "CHRC") 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 17, 2009) for the 2010 fiscal year. The target short-term incentive percentages for the Company's named executive officers for the 2010 fiscal year are substantially similar to the target short-term incentive percentages established for fiscal year 2009.

The Company's CHRC 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 under the Company's Amended and Restated 1998 Incentive Plan is filed as Exhibit 10.4 to the Company's Current Report on Form 8-K filed on December 17, 2008 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

**EXHIBIT
NUMBER**

DESCRIPTION

10.1	Amended and Restated Directors' Retirement Plan.
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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 16, 2009

By: /s/ Kenneth C. Fernandez
Name: Kenneth C. Fernandez
Title: Chief Securities Counsel

EXHIBIT INDEX

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
10.1	Amended and Restated Director's Retirement Plan

LENNOX INTERNATIONAL INC.
DIRECTORS' RETIREMENT PLAN
(As Amended and Restated as of January 1, 2010)

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

WITNESSETH THAT:

WHEREAS, effective as of January 1, 1988, Lennox International Inc., an Iowa corporation, established an unfunded retirement plan known as the Lennox International Inc. Directors' Retirement Plan (the "Plan") to provide retirement benefits to certain directors of said Lennox International Inc.; and

WHEREAS, the Company now desires to amend and restate the Plan to update it for tax law compliance and to make certain other changes;

NOW, THEREFORE, pursuant to Section 3.1 thereof, the Plan is hereby amended and restated in its entirety to read as follows:

Article 1. Definitions

1.1 Definitions

- a. "Board of Directors" means the Board of Directors of the Company.
 - b. "Company" means (i) Lennox International Inc., an Iowa corporation, for periods of time prior to its merger into Lennox International Inc., a Delaware corporation, and (ii) thereafter Lennox International Inc., a Delaware corporation.
 - c. "Compensation" means one-twelfth of the sum of (i) the annual amount of the retainer fee being paid in cash by the Company to a Director for services rendered immediately prior to his/her Severance Date minus (ii) \$25,000, where such cash amount shall be determined prior to any reduction resulting from an election by the Director to be paid some portion of the retainer fee in a form other than cash.
 - d. "Director" means an individual who is a member of the Board of Directors on or after January 1, 1988, and prior to January 1, 1998.
 - e. "Retirement Benefit" means the retirement income provided to Directors in accordance with the provisions of Article 2 of this Plan.
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f. “Retirement Date” means the later of a Director’s Separation from Service or the Director’s attainment of age 60.

g. “Separation from Service” means with respect to a Director, the Director’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 service recipients that includes the Company and each Affiliated Company (as hereinafter defined). A Director’s Separation from Service does not occur so long as the Director continues to provide services to the Company or any Affiliated Company as a director, an employee or an independent contractor. 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.

h. “Severance Date” means the date a Director’s service on the Board of Directors terminates for any reason.

i. “Specified Employee” means 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.

j. “Year of Service” means a period of 12 consecutive months of service as a Director measured from the anniversary of election as a Director. In the event a Director shall resign from the Board of Directors for the purpose of assuming a full-time management position with the Company, any service with the Company subsequent to such resignation shall be counted as service as a Director for purposes of “Vesting”, as defined in Section 2.1 under the Plan; provided, however, that said Director shall not be entitled to receive any retirement benefit under the terms of the Plan until the active employment of said Director with the Company has terminated.

Article 2. Retirement Benefits

- 2.1 Vesting. A Director shall be entitled to a Retirement Benefit upon completing five Years of Service and attainment of age 60 while still a Director or upon termination of service as a Director after December 31, 1997, for any reason other than cause or voluntary resignation. For purposes of this Article 2, a Director’s failure to seek reelection while eligible for reelection shall be treated as a voluntary resignation.
- 2.2 Retirement Benefit. The Company shall pay to a Director who is entitled to a Retirement Benefit under Section 2.1, a monthly Retirement Benefit determined as follows:

- a. In the case of any such Director whose service as a Director terminates after December 31, 1997, for any reason other than cause or voluntary resignation, a monthly Retirement Benefit equal to 100% of the Director's Compensation.
- b. In the case of any other such Director, a monthly Retirement Benefit equal to 100% of the Director's Compensation but reduced by 20% for each year (if any) by which his/her total Years of Service on his/her Severance Date is less than ten.

A Director's monthly Retirement Benefit shall commence in payment on the first day of the first month immediately following the month in which the Director's Retirement Date occurs and continue thereafter during the lifetime of such Director; provided, however, that if the Director is a Specified Employee as of the date of his/her Separation from Service, then any payments that would be made to the Director during the first six months following his/her Separation from Service shall be accumulated and paid on the first day of the seventh month after the date of his/her Separation from Service (or if earlier, the first day of the month after his/her death). If the Director dies while payments are being accumulated pursuant to the preceding sentence, the accumulated payments shall be paid to his/her surviving spouse, if any, or if none, to his/her estate.

Article 3. Miscellaneous Provisions

- 3.1 Amendment and Termination. The Board of Directors shall have the authority to amend or terminate this Plan in whole or in part at any time and from time to time; provided, however, that the Retirement Benefit of any Director entitled thereto under Section 2.1 on or before the date of such Board action shall not be adversely affected by any such amendment or termination.
- 3.2 Plan Administration. The general administration of this Plan shall be the responsibility of the Company. The Board of Directors shall be authorized to construe and interpret all of the provisions of this 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.
- 3.3 Continued Retention. This Plan shall not be construed as a promise to retain any Director on the Board of Directors.
- 3.4 Non-Alienation of Benefits. No benefit provided under this Plan may be assigned, pledged, mortgaged, or hypothecated, and no such benefit shall be subject to legal process or attachment for the payment of claims of any creditor of the Director.

3.5 No Funding Obligation. This Plan is unfunded and the Retirement Benefits payable hereunder shall be paid by the Company out of its general assets. The Company may make such arrangements for its own benefit as it desires to provide for the payment of any benefits hereunder, and no person shall have any claim against a particular fund or asset owned by the Company or in which it has an interest to secure the payment of the Company's obligations hereunder. A Director entitled to a Retirement Benefit under this Plan shall have no greater rights than those of an unsecured general creditor of the Company.

3.6 Governing Law. The provisions of this Plan shall be construed according to the laws of the State of Texas.

IN WITNESS WHEREOF, this amended and restated Plan has been executed this 11th day of December, 2009, to be effective as of January 1, 2010.

LENNOX INTERNATIONAL INC.

By: _____
Title: