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): **October 30, 2026**

LENNOX INTERNATIONAL INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-15149**	**42-0991521**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2140 LAKE PARK BLVD.,
RICHARDSON, Texas 75080
(Address of principal executive offices, including zip code)
Registrant's telephone number, including area code: **(972)497-5000**

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 (*see* General Instruction A.2. below):

☐ 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	**Trading Symbol(s)**	**Name of Each Exchange on Which Registered**
Common Stock, par value $0.01 per share	**LII**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 30, 2026, Joseph F. Nassab, Executive Vice President & President, Building Climate Solutions, notified Lennox International Inc. (the "Company") of his decision to retire from his current role on December 31, 2026. At that time, Mr. Nassab will transition to a new role with the Company as a Strategic Advisor.

Effective January 1, 2027, Geoffrey Dethlefsen, who is currently serving as Vice President and General Manager, Lennox Commercial HVAC, will succeed Mr. Nassab as Executive Vice President & President, Building Climate Solutions of the Company.

In connection with his transition to a Strategic Advisor role, on November 2, 2026, Mr. Nassab entered into a transition agreement (the "Transition Employment Agreement") with the Company, which will supersede his previous employment agreement. The Transition Employment Agreement will be effective January 1, 2027, and will continue through February 28, 2028 (the "Advisory Period"). During the Advisory Period, Mr. Nassab will report to the Chief Executive Officer and perform services including supporting relationship continuity with key customers, distributors, and strategic partners; mentoring, coaching, and advising key leaders; and advising on special projects, where applicable. As compensation for these services, Mr. Nassab will receive an annual salary of $180,000, continue to participate in the Company's benefit plans and programs in accordance with their terms, and be eligible for continuing vesting of his outstanding equity-based awards in accordance with their terms. The Transition Employment Agreement also includes confidentiality, non-competition, and non-solicitation covenants for 24 months following the termination of the Advisory Period.

The foregoing description of the Transition Employment Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Transition Employment Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.*

A copy of the press release issued by the Company on November 2, 2026, announcing Mr. Nassab's retirement and Mr. Dethlefsen's appointment, is furnished as Exhibit 99.1 to this report.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT NUMBER	DESCRIPTION
10.1	Transition Employment Agreement entered into between the Company and Joseph F. Nassab (filed herewith).
99.1	Press release dated November 2, 2026 (furnished herewith).*
104	Inline XBRL for the cover page of this Current Report on Form 8-K

* The information contained in Item 7.01 and Exhibit 99.1 of this report is being "furnished" with the Securities and Exchange Commission and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities under that section. Furthermore, such information shall not be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, unless specifically identified as being incorporated therein by reference.

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: November 2, 2026

By:	/s/ Jennifer S. Perry
Name:	Jennifer S. Perry
Title:	Assistant Secretary

Exhibit 10.1

Lennox International Inc.
2140 Lake Park Boulevard
Richardson, Texas 75080-2254

Mailing Address:
P.O. Box 799900
Dallas, Texas 75379-9900

Telephone: 972.497.5000
Facsimile: 972.497.6042
LennoxInternational.com

Alok Maskara
Chief Executive Officer



November 2, 2026

Joseph Nassab
[Address redacted]

Dear Joe,

On behalf of Lennox International Inc. and its subsidiaries and affiliates (collectively, "Lennox" or the "Company"), I want to thank you for your many contributions. We appreciate your leadership over the past 16 years. This letter agreement (the "Agreement") memorializes the details of your transition to Strategic Advisor to the CEO ("Strategic Advisor"). The specific commitments of you and Lennox (collectively, the "Parties") set forth in this Agreement are intended as consideration to induce each party to enter into the Agreement. Each party agrees that this consideration is adequate for those commitments. You are referred to in this Agreement as "you" or "Employee." I look forward to your continued service.

With the signing by both parties of this Agreement, the Parties agree to the following:

1. Nature of Employment. Effective as of January 1, 2027 (the "Effective Date"), you will continue your employment with the Company in a new role as Strategic Advisor. In this role, you will provide advisory and transitional services as may be reasonably requested by me and the Company, including, without limitation, supporting relationship continuity with key customers, distributors, and strategic partners; mentoring, coaching, and advising key leaders; and advising on special projects, where applicable.

2. Termination of Executive Employment Agreement.

    a. On the Effective Date, you resign as Executive Vice President and President, Lennox Building Climate Solutions. This Agreement supersedes and replaces your Executive Employment Agreement dated May 4, 2022 (the "Prior Employment Agreement"). As of the Effective Date, the Prior Employment Agreement is terminated and is of no further force or effect, except for the following: (1) the Protective Covenants in Exhibit A, Section C.2 ("Protective Covenants") and (2) the Policy for Resolution of Disputes in Exhibit B ("Dispute Resolution Policy").

    b. As of the Effective Date, you will no longer be an "officer" of the Company for purposes of Rule 16a-1(f) under the Securities Exchange Act of 1934. Nor will you be eligible for the Lennox International Inc. Change in Control Plan or the Lennox International Inc. Supplemental Restoration Retirement Plan. You acknowledge and agree that this Agreement and the transition contemplated herein (including the associated changes to the terms of your employment, compensation, and benefits) (a) constitute a termination by Employee of your prior role pursuant to the Prior Employment Agreement and do not entitle you to any severance payment or

benefits under the Prior Employment Agreement or otherwise and (b) that no further action is required by you or the Company to effectuate the terminations provided for in this Agreement.

3. Compensation and Benefits. As consideration for your continued employment as Strategic Advisor, (a) you will be entitled to receive an annual base salary of $180,000, payable in accordance with the Company's then-applicable payroll policies and subject to all required and authorized withholdings and deductions ("Base Salary") and (b) your outstanding long-term incentive ("LTI") awards will remain outstanding and continue to vest during your employment pursuant to the applicable award agreements and plan documents. During the Term of this Agreement (defined below), you will be eligible to participate in the Company's medical, dental, and employee stock purchase plans, subject to the terms and conditions of such plans if you satisfy the applicable eligibility requirements. You will not be eligible for future short-term incentives or LTI awards.

4. Protective Covenants. The Protective Covenants will remain in full force and effect pursuant to their terms. Pursuant to the Protective Covenants, the following provisions — Non-Competition After Employment, Restriction on Diverting Employees of Lennox, Restrictions on Diverting Vendors or Contractors, and Restrictions on Soliciting Customers — will run for 24 months following termination of your employment. You acknowledge and agree that your continued compliance with the Protective Covenants is a condition to the right to receive or continue to receive the compensation and benefits provided for in this Agreement, and that a violation by you of the Protective Covenants would cause irreparable damage to the Company in an amount that would be material and that any remedy at law (including the payment of damages) would be inadequate. Accordingly, you agree that the Company will be entitled (without the necessity of showing economic loss or other actual damage) to the remedies outlined in the Protective Covenants.

   Nothing in this Agreement shall prohibit or limit your ability to make disclosures that are protected by Rule 21F-17 of the Securities and Exchange Act of 1934 or similar provisions of federal law or regulation, including, without limitation, disclosures pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

5. Term of Agreement; Termination Date. This Agreement will begin on the Effective Date and will continue until February 28, 2028 (the "Term") unless extended in writing and signed by you and the Chief Executive Officer of the Company (the "CEO"). As of the Effective Date, your employment will be "at will" and terminable by either party at any time without prior written notice. Upon termination, Lennox will be obligated only to pay your Base Salary up to the effective date of termination; you will not be entitled to any additional payments or benefits for any reason (subject to any rights with respect to your outstanding LTI awards). Notwithstanding the above, the Protective Covenants and Dispute Resolution Policy expressly survive expiration or termination of this Agreement.

6. Indemnification. This Agreement does not affect your existing Indemnification Agreement. While serving as a Strategic Advisor, the Company will continue to indemnify you under the terms of that agreement.

7. Resolution of Disputes. If any employment dispute arises between you and Lennox, the Parties will make all efforts to resolve such disputes through informal means. If these informal attempts at resolution fail, the Parties agree to and will submit the dispute to final and binding arbitration pursuant to the terms outlined in the Dispute Resolution Policy. You fully and completely understand and agree that arbitration is the exclusive forum for all such arbitrable disputes and that the Parties are giving up all rights to a court trial or jury trial; however, by agreeing to the Dispute Resolution Policy, the Parties are not waiving any substantive rights or remedies to which they would otherwise be entitled.

8. Waiver, Modification, and Integration. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any party. This Agreement, together with the Protective Covenants, the Dispute Resolution Policy, and the Indemnification Agreement, express the entire agreement of the Parties concerning matters contained herein. This Agreement may not be modified, altered, or amended except by written agreement of you and the CEO.

9. Binding Effect. This Agreement will be binding and effective upon Lennox and its successors and permitted assigns, and upon you, your heirs, and representatives. You represent and warrant to Lennox that you have not previously assumed any obligations inconsistent with those contained in this Agreement, including, but not limited to, covenants not to compete with another person, firm, corporation, or other entity.

10. Governing Law, Venue and Personal Jurisdiction. The laws of the State of Texas will govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties. Venue for all disputes will be in Dallas County, Texas. The Parties agree to submit to personal jurisdiction in Dallas County, Texas.

Sincerely,

LENNOX INTERNATIONAL INC.

/s/ Alok Maskara
Alok Maskara
Chief Executive Officer

EMPLOYEE

ACCEPTED AND AGREED this 2nd day of November, 2026

/s/ Joseph F. Nassab
Joseph F. Nassab

Exhibit 99.1

Lennox Announces Building Climate Solutions Leadership Transition

Joe Nassab to transition to Strategic Advisor role, Geoff Dethlefsen named Executive Vice President and President, Building Climate Solutions

DALLAS, Nov. 2, 2026 /PRNewswire/ -- Lennox (NYSE: LII), a leader in energy-efficient building and home comfort solutions, today announced that Joe Nassab, Executive Vice President and President of Building Climate Solutions, will transition from his role at the end of 2026 and continue with Lennox as a strategic advisor. Geoff Dethlefsen, currently Vice President and General Manager of Lennox Commercial HVAC, will assume leadership of Building Climate Solutions effective January 1, 2027.

“Joe has made a lasting impact on Lennox through his leadership, industry expertise, and unwavering commitment to our customers and employees,” said Alok Maskara, Chief Executive Officer of Lennox. “I am delighted that Lennox will continue to benefit from Joe’s leadership and deep industry experience. In his new capacity, Joe will focus on supporting the Building Climate Solutions segment and coaching and developing our general managers and the next generation of leaders.”

Nassab joined Lennox in 2010 as Vice President and General Manager of Allied Air. In 2022, he was named to lead the North American Commercial Heating and Cooling segment, which was later renamed Building Climate Solutions. During his tenure, Nassab helped transform Building Climate Solutions into a broader commercial equipment and services platform. The segment expanded its capabilities through initiatives including the acquisition of AES and investments in manufacturing, distribution, and customer experience.

“It has been a privilege to work alongside the talented teams across Lennox,” said Nassab. “I am proud of what we have accomplished and confident that Geoff and the Building Climate Solutions team will continue driving the business forward and delivering for our customers.”

Building Climate Solutions will continue the momentum established under Joe’s leadership while advancing the segment’s strategy for growth, operational excellence, and differentiated customer value. “Geoff has delivered strong results since joining Lennox,” Maskara noted. “Lennox Commercial HVAC has grown in revenue and margins, improved operations, and opened our new manufacturing facility in Saltillo under his leadership. His record of commercial execution, operational leadership, and disciplined capacity expansion positions him well to continue accelerating growth and expanding margins across Building Climate Solutions.”

Dethlefsen joined Lennox in 2024 with more than 20 years of leadership experience in industrial manufacturing, strategy, and business operations. Before joining Lennox, he served as President of Hammerforce USA and President of Professional Grade Trailers, a division of American Trailer World. He also held leadership roles at Flowserve Corporation and Boston Consulting

Group. Dethlefsen holds bachelor's degrees in mechanical engineering and Spanish from Rice University and an MBA from The University of Texas at Austin.

"I am honored to lead Building Climate Solutions and build on the strong foundation Joe and the team have established," said Dethlefsen. "We will remain focused on serving our customers, strengthening execution, and capturing the significant growth opportunities ahead."

About Lennox

Lennox (NYSE: LII) is a leader in energy-efficient building solutions and is committed to creating healthier and more comfortable environments. Serving residential and commercial customers, the company delivers innovative heating, cooling, indoor air quality, refrigeration, and water heating systems. Through trusted products, parts, and services, and advanced technology, Lennox delivers connected solutions that support the full lifecycle of customer needs. Additional information is available at www.lennox.com.

For media inquiries, contact PR@lennox.com.