
**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 15, 2014

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 75080
(Address of principal executive offices, including 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 (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))
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Item 1.01 Entry into a Material Definitive Agreement.

Effective December 15, 2014, Lennox Industries Inc. (“Lennox”), LPAC Corp. (“LPAC”), and Lennox International Inc. (the “Company”), entered into an amendment (“the Amendment”) to the Amended and Restated Receivables Purchase Agreement, initially dated as of November 18, 2011 (as amended and restated, the “Receivables Agreement”), with Victory Receivables Corporation, as Purchaser, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Administrative Agent, a Liquidity Bank and the BTMU purchaser agent, and PNC Bank, National Association, as a Liquidity Bank and the PNC purchaser agent.

Pursuant to the Amendment, the purchase limit under the Receivables Agreement was increased in some periods from \$180,000,000 to \$220,000,000.

The foregoing summary of the Amendment does not purport to be complete and is subject to and qualified in its entirety by reference to the text of the Amendment, which is filed hereto as Exhibit 10.1 to this Current Report on Form 8-K and which is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 above is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

**EXHIBIT
NUMBER**

DESCRIPTION

10.1	Amendment to Amended and Restated Receivables Purchase Agreement among LPAC Corp., as the Seller, Lennox Industries Inc., as the Master Servicer, Victory Receivables Corporation, as Purchaser, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as Administrative Agent, a Liquidity Bank and the BTMU Purchaser Agent, and PNC Bank, National Association, as a Liquidity Bank and the PNC Purchaser Agent, effective as of December 15, 2014.
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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.

By: /s/ James Markey _____

Name: James Markey

Title: Assistant Secretary

Date: December 18, 2014

LPAC Corp.
2140 Lake Park Blvd.
Richardson, TX 75080-2254

As of December 15, 2014

The Bank of Tokyo-Mitsubishi UFJ, Ltd.
Securitization Group
1251 Avenue of the Americas, 12th Floor
New York, NY 10020-1104

PNC Bank, National Association
Three PNC Plaza, 4th Floor
225 Fifth Avenue
Pittsburgh, PA 15222-2707

The Investors party to the
RPA referred to below

Re: Revised Purchased Limits

Reference is made to that certain Amended and Restated Receivables Purchase Agreement, dated as of November 18, 2011 (as amended, restated, supplemented or otherwise modified, the "RPA"), among LPAC CORP., a Delaware corporation (the "Company"), as seller, LENNOX INDUSTRIES INC., a Delaware corporation ("Lennox"), as master servicer thereunder (in such capacity, the "Master Servicer"), VICTORY RECEIVABLES CORPORATION, a Delaware corporation, as a Purchaser, and THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH, as administrative agent for the Investors (in such capacity, the "Administrative Agent"), the purchaser agent for the BTMU Purchaser Group (in such capacity, the "BTMU Purchaser Agent") and a BTMU Liquidity Bank and PNC BANK, NATIONAL ASSOCIATION, as the purchaser agent for the PNC Purchaser Group (in such capacity, the "PNC Purchaser Agent") and a PNC Liquidity Bank. Capitalized terms used and not otherwise defined in this letter agreement shall have the meanings given to such terms in the RPA.

The Company hereby requests, and by its execution below, each Agent and each Investor hereby agree, that, upon the execution of this letter by the parties hereto, each of the Purchase Limit, the BTMU Purchaser Group Limit and the PNC Purchaser Group Limits shall be amended so that each such amount for any period shall be the respective corresponding amount for such period set forth below:

<u>Period</u>	<u>Purchase Limit</u>	<u>BTMU Purchaser Group Limit</u>	<u>PNC Purchaser Group Limit</u>
Reporting Date in February until the date preceding the Reporting Date in March	\$180,000,000	\$ 90,000,000	\$ 90,000,000
Reporting Date in March until the date preceding the Reporting Date in April	\$180,000,000	\$ 90,000,000	\$ 90,000,000
Reporting Date in April until the date preceding the Reporting Date in May	\$220,000,000	\$110,000,000	\$110,000,000
Reporting Date in May until the date preceding the Reporting Date in June	\$220,000,000	\$110,000,000	\$110,000,000
Reporting Date in June until the date preceding the Reporting Date in July	\$220,000,000	\$110,000,000	\$110,000,000

<u>Period</u>	<u>Purchase Limit</u>	<u>BTMU Purchaser Group Limit</u>	<u>PNC Purchaser Group Limit</u>
Reporting Date in July until the date preceding the Reporting Date in August	\$220,000,000	\$ 110,000,000	\$ 110,000,000
Reporting Date in August until the date preceding the Reporting Date in September	\$220,000,000	\$ 110,000,000	\$ 110,000,000
Reporting Date in September until the date preceding the Reporting Date in October	\$220,000,000	\$ 110,000,000	\$ 110,000,000
Reporting Date in October until the date preceding the Reporting Date in November	\$220,000,000	\$ 110,000,000	\$ 110,000,000
Reporting Date in November until the date preceding the Reporting Date in December	\$220,000,000	\$ 110,000,000	\$ 110,000,000
Reporting Date in December until the date preceding the Reporting Date in January	\$220,000,000	\$ 110,000,000	\$ 110,000,000
Reporting Date in January until the date preceding the Reporting Date in February	\$180,000,000	\$ 90,000,000	\$ 90,000,000

This letter agreement shall be a Transaction Document under the RPA. Each reference in the RPA to “this Agreement” or “the Agreement”, or “hereof,” “hereunder” or words of like import, and each reference in any other Transaction Document to the RPA, shall mean the RPA as amended hereby, and as hereafter amended or restated. Except as herein expressly amended, the RPA is ratified and confirmed in all respects and shall remain in full force and effect in accordance with its terms. The Company agrees to pay on demand all reasonable costs and expenses in connection with the preparation, execution and delivery of this letter agreement, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto.

Lennox International hereby consents to the amendments to the RPA contained herein and hereby affirms and agrees that the Assurance Agreement is, and shall continue to be, in full force and effect and is hereby ratified and affirmed in all respects. On and after the date hereof, each reference in the Assurance Agreement to the RPA, “thereunder”, “thereof” or words of like import with respect to the RPA shall mean and be a reference to the RPA as amended hereby, and as hereafter amended or restated

THIS LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). This Letter may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Letter by facsimile or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart of a signature page of this Letter.

[Remainder of this page intentionally left blank]

Sincerely,

LPAC CORP., as Company

By: /s/ Rick Pelini

Name: Rick Pelini

Title: President, Treasurer

AGREED AND CONSENTED TO:

LENNOX INDUSTRIES INC., as
Master Servicer

By: Rick Pelini

Name: Rick Pelini

Title: Vice President, Treasurer

LENNOX INTERNATIONAL INC. (solely for
Purposes of the penultimate paragraph hereof)

By: Rick Pelini

Name: Rick Pelini

Title: Vice President, Treasurer

AGREED AND CONSENTED TO:

VICTORY RECEIVABLES CORPORATION, as a Purchaser

By: David V. DeAngelis
Name: David V. DeAngelis
Title: Vice President

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
NEW YORK BRANCH, as Administrative Agent

By: Devang Sodha
Name: Devang Sodha
Title: Director

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
NEW YORK BRANCH, as BTMU Purchaser Agent

By: Devang Sodha
Name: Devang Sodha
Title: Director

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
NEW YORK BRANCH, as a Liquidity Bank

By: Christine Howatt
Name: Christine Howatt
Title: Authorized Signatory

AGREED AND CONSENTED TO:

PNC BANK, NATIONAL ASSOCIATION, as PNC Purchaser
Agent

By: /s/ Robyn Reeher
Name: Robyn Reeher
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION, as a Liquidity
Bank

By: /s/ Robyn Reeher
Name: Robyn Reeher
Title: Vice President