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

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**FORM 8-K**

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

**Date of report (date of earliest event reported): November 13, 2015**

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**LENNOX INTERNATIONAL INC.**  
(Exact name of registrant as specified in its charter)

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**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**

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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 November 13, 2015, 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 (“BTMU”), as Administrative Agent, a Liquidity Bank and a Purchaser Agent, and PNC Bank, National Association (“PNC Bank”), as a Liquidity Bank and a Purchaser Agent.

Pursuant to the Amendment, the term of the Receivables Agreement was extended to November 13, 2017 and PNC Bank assigned to BTMU all of PNC Bank’s rights and obligations under the Receivables Agreement. Additionally, pursuant to the Amendment, the BTMU Purchase Group Limit under the Receivables Agreement was increased to \$180,000,000 and \$220,000,000 from \$90,000,000 and \$110,000,000 and the PNC Purchase Group Limit was reduced to \$0 from \$90,000,000 and \$110,000,000.

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 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.**

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
10.1	Amendment No. 4 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 a Purchaser Agent, and PNC Bank, National Association, as a Liquidity Bank and a Purchaser Agent, effective as of November 13, 2015.

**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: November 18, 2015

AMENDMENT NO. 4 TO  
AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

This AMENDMENT NO. 4, effective as of November 13, 2015 (this "Amendment"), is made with respect 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 Amendment shall have the meanings given to such terms in the RPA.

Preliminary Statements

(1) Each of the parties to the RPA desires to amend the RPA on the conditions set forth herein.

(2) As of the date hereof and immediately prior to the effectiveness hereof, the PNC Liquidity Bank has assigned to the BTMU Purchaser and the BTMU Liquidity Bank, as applicable, all of the PNC Liquidity Bank's rights and obligations under the RPA, including, without limitation, the PNC Liquidity Bank's ownership of each Asset Interest and its Purchaser Group Limit (the "PNC Assignment").

NOW, THEREFORE, the signatories hereto agree as follows:

SECTION 1. Amendment to the RPA. Effective as of the date hereof in accordance with Section 2 of this Amendment, the RPA is amended as follows:

(a) After giving effect to the PNC Assignment,

(i) The PNC Purchaser Agent shall no longer be a Purchaser Agent, the PNC Liquidity Bank shall no longer be a Liquidity Bank, and the PNC Purchaser Group shall no longer be a Purchaser Group, in each case, under the RPA.

(ii) PNC, the PNC Liquidity Bank and the PNC Purchaser Agent shall no longer be a party to the RPA and shall have no further rights or obligations under, or interests with respect to, the RPA; provided, that PNC, the PNC Liquidity Bank and the PNC Purchaser Agent shall continue to have the benefit of all indemnities and other agreements under the RPA which survive the termination of the RPA;

(iii) Each reference in the RPA to PNC, PNC LIBO Rate, PNC LIBO Rate Reserve Percentage PNC LIBO Rate (Reserved), PNC Liquidity Bank, PNC Purchaser Account, PNC Purchaser Agent, PNC Purchaser Group and PNC Purchaser Group Limit shall no longer be applicable and any section that relates to PNC, the PNC Liquidity Bank, the PNC Purchaser Agent or the PNC Purchaser Group shall no longer be effective as it relates to PNC, the PNC Liquidity Bank, the PNC Purchaser Agent and the PNC Purchaser Group, respectively; and

(iv) The PNC Purchaser Group shall no longer have a Purchaser Group Limit and the PNC Purchaser Group Limit shall be zero.

For the avoidance of doubt, each of the parties hereto hereby agrees and acknowledges that, notwithstanding anything to the contrary contained in the RPA, (x) neither BTMUNY nor Victory shall be deemed to be a member of the PNC Purchaser Group and (y) BTMUNY shall in no event be deemed to be the PNC Purchaser Agent, in either case, as a result of the PNC Assignment.

(b) The definition of “BTMU Purchaser Group Limit” contained in APPENDIX A (DEFINITIONS) to the RPA is amended by deleting the table set forth therein in its entirety and inserting in lieu thereof the following table:

<u>Period</u>	<u>BTMU Purchaser Group Limit</u>
Reporting Date in February until the date preceding the Reporting Date in March	\$ 180,000,000
Reporting Date in March until the date preceding the Reporting Date in April	\$ 180,000,000
Reporting Date in April until the date preceding the Reporting Date in May	\$ 220,000,000
Reporting Date in May until the date preceding the Reporting Date in June	\$ 220,000,000
Reporting Date in June until the date preceding the Reporting Date in July	\$ 220,000,000
Reporting Date in July until the date preceding the Reporting Date in August	\$ 220,000,000
Reporting Date in August until the date preceding the Reporting Date in September	\$ 220,000,000
Reporting Date in September until the date preceding the Reporting Date in October	\$ 220,000,000
Reporting Date in October until the date preceding the Reporting Date in November	\$ 220,000,000
Reporting Date in November until the date preceding the Reporting Date in December	\$ 220,000,000
Reporting Date in December until the date preceding the Reporting Date in January	\$ 220,000,000
Reporting Date in January until the date preceding the Reporting Date in February	\$ 180,000,000

(c) The definition of “Funding Termination Date” contained in APPENDIX A (DEFINITIONS) to the RPA is amended by deleting clause (i) thereof in its entirety and inserting in lieu thereof the following:

(i) November 13, 2017, or such later date as may, from time to time, be agreed to in writing by the Agents;

(d) The definition of “PNC Purchaser Group Limit” contained in APPENDIX A (DEFINITIONS) to the RPA is amended by deleting such definition in its entirety and inserting in lieu thereof the following:

PNC Purchaser Group Limit: At all times, an amount equal to zero.

SECTION 2. Effectiveness. This Amendment shall become effective as of the date hereof at such time that:

(a) the PNC Assignment shall have become effective;

(b) each of the Administrative Agent and the BTMU Purchaser Agent shall have received, in form and substance satisfactory to it, executed counterparts of this Amendment;

(c) the BTMU Purchaser Agent shall have received an executed amendment and restatement of the Fee Letter for such Purchaser Agent’s Purchaser Group (the “A&R Fee Letter”);

(d) the BTMU Purchaser Agent shall have received payment of the BTMU Up-Front Fee, in accordance with the terms of, and as such term is defined in, the A&R Fee Letter; and

(e) the Administrative Agent and each Purchaser Agent shall have received, in form and substance satisfactory to it, a copy of the resolutions of the board of directors (or similar governing body) of the Seller and the Master Servicer approving this Amendment and the transactions contemplated hereby, certified by its secretary or any other authorized person.

SECTION 3. Transaction Document. This Amendment shall be a Transaction Document under the RPA.

SECTION 4. Representations and Warranties.

(a) Each of the Company and the Master Servicer makes, as to itself (except where specifically provided otherwise therein), each of the representations and warranties contained in Section 6.1 of the RPA (after giving effect to this Amendment).

SECTION 5. Confirmation of RPA; No Other Modifications.

(a) 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 by this Amendment, 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.

SECTION 6. Affirmation and Consent of Lennox International. Lennox International hereby consents to this Amendment 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. Upon the effectiveness of, and on and after the date of, the Amendment, 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 by this Amendment, and as hereafter amended or restated.

SECTION 7. Costs and Expenses. The Company agrees to pay on demand all reasonable costs and expenses in connection with the preparation, execution and delivery of this Amendment, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto.

SECTION 8. **GOVERNING LAW. THIS AMENDMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, 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).**

SECTION 9. Execution in Counterparts. This Amendment 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 Amendment. Delivery of an executed counterpart of a signature page to this Amendment 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 Amendment.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

LPAC CORP., as Company

By: /s/ Richard Pelini  
Name: Richard Pelini  
Title: President, Treasurer

LENNOX INDUSTRIES INC., as an Originator and  
as Master Servicer

By: /s/ Richard Pelini  
Name: Richard Pelini  
Title: VP, Treasurer

LENNOX INTERNATIONAL INC.

By: /s/ Richard Pelini  
Name: Richard Pelini  
Title: VP, Treasurer

VICTORY RECEIVABLES CORPORATION,  
as a Purchaser

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

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

By: /s/ Devang Sodha  
Name: Devang Sodha  
Title: Director



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

By: /s/ Devang Sodha

Name: Devang Sodha

Title: Director

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

By: /s/ Mark Maloney

Name: Mark Maloney

Title: Authorized Signatory

PNC BANK, NATIONAL ASSOCIATION,  
as PNC Purchaser Agent

By: /s/ Michael Brown

Name: Michael Brown

Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION,  
as a Liquidity Bank

By: /s/ Michael Brown

Name: Michael Brown

Title: Senior Vice President