
**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): November 19, 2010

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**

Not Applicable

(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 1.01 Amendment of a Material Definitive Agreement

Amendment of Receivables Purchase Agreement

On November 19, 2010, Lennox Industries Inc. and LPAC Corp., wholly-owned subsidiaries of Lennox International Inc. (the "Company"), entered into Amendment No. 1 (the "Amendment") to the Receivables Purchase Agreement, dated as of November 29, 2009 (the "Agreement"), with Victory Receivables Corporation, as a Purchaser, The Bank of Tokyo-Mitsubishi UFJ, LTD., New York Branch, as a Liquidity Bank, and The Bank of Tokyo-Mitsubishi UFJ, LTD., New York Branch, as Administrative Agent and the BTMU Purchaser Agent. The Agreement was filed as Exhibit 10.1 to the Company's Form 8-K filed on December 2, 2009.

The Amendment extends the scheduled termination date of the Agreement from November 24, 2010 to November 18, 2011. In addition, the Amendment provides that up to 5% of the eligible receivables under the Agreement may come from obligors that are non-U.S. persons. The Amendment further provides that no more than 2.5% of eligible receivables, or no more than half of the 5% basket for foreign eligible receivables, may come from obligors that are domiciled in non-OECD (Organisation for Economic Co-operation and Development) member countries. Previously, all eligible receivables were required to come from U.S. persons. The Amendment made no other significant changes to the Agreement.

The description of the terms of the Amendment is qualified in its entirety by reference to the Amendment, a copy of which is attached to this Current Report as Exhibit 10.1, and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT NUMBER	DESCRIPTION
10.1	Amendment No. 1 to Receivables Purchase Agreement

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 19, 2010

By: /s/ Robert L. Villaseñor
Name: Robert L. Villaseñor
Title: Director, Securities Law and Assistant
Secretary

AMENDMENT NO. 1 TO RECEIVABLES PURCHASE AGREEMENT

This AMENDMENT NO. 1, effective as of November 19, 2010 (this "Amendment"), is made with respect to that certain Receivables Purchase Agreement, dated as of November 25, 2009 (as amended, restated, supplemented or otherwise modified, the "Agreement"), among LPAC CORP., a Delaware corporation (the "Seller"), LENNOX INDUSTRIES INC., an Iowa corporation, 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. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings given to such terms in the Agreement.

Preliminary Statements

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

NOW, THEREFORE, the signatories hereto agree as follows:

SECTION 1. Amendment to the Agreement. Effective as of the date hereof in accordance with Section 2 of this Amendment, APPENDIX A (DEFINITIONS) to the Agreement is amended as follows:

(a) the definition of "Eligible Receivable" contained therein is amended by deleting clause (iii) thereof in its entirety and inserting in lieu thereof the following:

(iii) the Obligor of which is (A) a resident of the United States, or any of its possessions or territories; provided, however, that a Receivable that is otherwise an "Eligible Receivable" but for this clause (iii)(A) shall be an Eligible Receivable if the Unpaid Balance of such Receivable, when added to the Unpaid Balance of all other Receivables as to which the Obligors are not residents of the United States, or any of its possessions or territories, classified at such time as Eligible Receivables pursuant to this proviso, would not exceed 5% of the aggregate Unpaid Balance of all Eligible Receivables at such time; provided, further, that at no time shall (x) a Receivable as to which the Obligor is domiciled in a non-OECD member country, and that is otherwise classified at such time as an "Eligible Receivable", be an Eligible Receivable if the Unpaid Balance of such Receivable, when added to the Unpaid Balance of all other Receivables as to which the Obligors are domiciled in non-OECD member countries, and that are otherwise classified at such time as Eligible Receivables, would exceed 2.5% of the aggregate Unpaid Balance of all Eligible Receivables at such time, and (y) any Receivable the Obligor of which is domiciled in Venezuela be classified as an Eligible Receivable, and (B) not an Affiliate or employee of any Seller Party;

(b) the definition of "Funding Termination Date" contained therein is amended by deleting clause (i) thereof in its entirety and inserting in lieu thereof the following:

(i) November 18, 2011, or such later date as may, from time to time, be agreed to in writing by the Agents;

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

(a) each of the Administrative Agent and the BTMU Purchaser Agent shall have received, in form and substance satisfactory to it, executed counterparts of the following, each dated as of the date hereof:

(1) this Amendment; and

(2) the amended and restated Fee Letter, dated as of the date hereof (the A&R Fee Letter"); and

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

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

SECTION 4. Representations and Warranties. Each of the Seller 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 Agreement (after giving effect to this Amendment) set forth therein, provided, however, that Section 6.1 is amended by deleting clause (i) thereof in its entirety and inserting in lieu thereof the following:

(i) Financial Condition. (i) The consolidated and consolidating balance sheets of Lennox International and its consolidated subsidiaries as at December 31, 2009, and the related statements of income and shareholders' equity of Lennox International and its consolidated subsidiaries for the fiscal year then ended, certified by KPMG LLP, independent certified public accountants, copies of which have been furnished to the Agents, fairly present in all material respects the consolidated financial condition of Lennox International and its consolidated subsidiaries as at such date and the consolidated results of the operations of Lennox International and its consolidated subsidiaries for the period ended on such date, all in accordance with GAAP consistently applied, (ii) since December 31, 2009 there has been no material adverse change in any such financial condition, business or operations, (iii) the balance sheet of the Seller as at September 30, 2010, certified by the chief financial officer or treasurer of the Seller by means of a Certificate of Financial Officer in the form attached hereto as Exhibit B, copies of which have been furnished to the Agents, fairly present in all material respects the financial condition, assets and liabilities of the Seller as at such date, all in accordance with GAAP consistently applied, and (iv) since November 25, 2009 there has been no material adverse change in the Seller's financial condition, business or operations.

SECTION 5. Confirmation of Agreements; No Other Modifications. Each reference in the Agreement to "this Agreement" or "the Agreement", or "hereof," "hereunder" or words of like import, and each reference in any other Transaction Document to the Agreement, shall mean the Agreement as amended by this Amendment, and as hereafter amended or restated. Except as herein expressly amended, the Agreement 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 Agreement, “thereunder”, “thereof” or words of like import shall mean and be a reference to the Agreement as amended by this Amendment, and as hereafter amended or restated.

SECTION 7. Costs and Expenses. The Seller 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 Seller

By: /s/ Rick Pelini
Name: Rick Pelini
Title: President and Treasurer

LENNOX INDUSTRIES INC., as Master Servicer

By: /s/ Rick Pelini
Name: Rick Pelini
Title: Vice President and Treasurer

LENNOX INTERNATIONAL INC.

By: /s/ Rick Pelini
Name: Rick Pelini
Title: Vice President and Treasurer

[Amendment No. 1 to RPA]

VICTORY RECEIVABLES CORPORATION, as a
Purchaser

By: /s/ Frank B. Bilotta

Name: Frank B. Bilotta

Title: President

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

By: /s/ Aditya Reddy

Name: Aditya Reddy

Title: Senior Vice President

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

By: /s/ Aditya Reddy

Name: Aditya Reddy

Title: Senior Vice President

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

By: /s/ D. Barnell

Name: D. Barnell

Title: Authorized Signatory

[Amendment No. 1 to RPA]