



**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 20, 2004

**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 (*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.**

LPAC Corp., a wholly-owned subsidiary of Lennox International Inc. (the “Registrant”), has entered into a Fifth Amendment to Second Amended and Restated Receivables Purchase Agreement (the “Amendment”), dated as of December 20, 2004, with Lennox Industries Inc., a wholly-owned subsidiary of the Registrant, Liberty Street Funding Corp., the investors named in the Second Amended and Restated Receivables Purchase Agreement, The Bank of Nova Scotia, YC SUSI Trust, Bank of America, National Association and The Yorktown Investors. The primary purpose of the Amendment was to extend the term of the Registrant’s accounts receivable securitization facility until December 15, 2005. A copy of the Amendment is filed as Exhibit 10.1 to this Current Report and is hereby incorporated by reference into the above description of the Amendment.

**Item 9.01 Financial Statements and Exhibits.**

**(c) Exhibits.**

<b>EXHIBIT NUMBER</b>	<b>DESCRIPTION</b>
10.1	Fifth Amendment to Second Amended and Restated Receivables Purchase Agreement, dated December 20, 2004.

**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 21, 2004

By: /S/ Kenneth C. Fernandez

Name: Kenneth C. Fernandez

Title: Associate General Counsel

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EXHIBIT NUMBER	DESCRIPTION
10.1	Fifth Amendment to Second Amended and Restated Receivables Purchase Agreement, dated December 20, 2004.

FIFTH AMENDMENT TO  
SECOND AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

THIS FIFTH AMENDMENT TO SECOND AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this "*Amendment*"), dated as of December 20, 2004, is entered into, by and among LENNOX INDUSTRIES INC., an Iowa corporation, ("*Lennox*" or the "*Master Servicer*"), LPAC CORP., a Delaware corporation ("*LPAC*" or the "*Company*"), LIBERTY STREET FUNDING CORP. ("*Liberty Street*"), the investors named in the Purchase Agreement (defined below), THE BANK OF NOVA SCOTIA ("*Scotiabank*"), YC SUSI TRUST ("*Yorktown*"), BANK OF AMERICA, NATIONAL ASSOCIATION (the "*Yorktown Agent*") and THE YORKTOWN INVESTORS. Capitalized terms used and not otherwise defined herein are used as defined in the Purchase Agreement (as defined below).

WHEREAS, LPAC, Lennox, Liberty Street, the investors named therein, Scotiabank, Yorktown, the Yorktown Agent, and the Yorktown Investors are party to that certain Second Amended and Restated Receivables Purchase Agreement, dated as of June 16, 2003 (as amended, supplemented or otherwise modified through the date hereof, the "*Purchase Agreement*"); and

WHEREAS, the parties hereto desire to amend the Purchase Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and the other mutual covenants contained herein, the parties hereto agree as follows:

**SECTION 1. Amendments to Purchase Agreement.**

(a) Clause (i) of the definition of "Funding Termination Date" in Appendix A to the Purchase Agreement is hereby deleted and replaced with the following:

"(i) December 15, 2005, or such later date as may, from time to time, be agreed to in writing by the Agents;"

**SECTION 2. Representations and Warranties.**

Each Seller Party hereby certifies that, subject to the effectiveness of this Amendment, each of the representations and warranties set forth in Article VI of the Receivables Purchase Agreement is true and correct on the date hereof, as if each such representation and warranty were made on the date hereof.

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**SECTION 3. Purchase Agreement in Full Force and Effect as Amended.**

Except as specifically amended hereby, the Purchase Agreement shall remain in full force and effect. All references to the Purchase Agreement shall be deemed to mean the Purchase Agreement as modified hereby. This Amendment shall not constitute a novation of the Purchase Agreement, but shall constitute an amendment thereof. The parties hereto agree to be bound by the terms and conditions of the Purchase Agreement, as amended by this Amendment, as though such terms and conditions were set forth herein.

**SECTION 4. Miscellaneous.**

(a) This Amendment may be executed in any number of counterparts, and by the different parties hereto on the same or separate counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

(b) The descriptive headings of the various sections of this Amendment are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

(c) This Amendment may not be amended or otherwise modified except as provided in the Agreement.

**(d) THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[remainder of page intentionally left blank]

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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/ Gregory A. Moseman  
Name: Gregory A. Moseman  
Title: Assistant Treasurer

LENNOX INDUSTRIES INC.,  
as Master Servicer

By: /s/ Gregory A. Moseman  
Name: Gregory A. Moseman  
Title: Assistant Treasurer

LIBERTY STREET FUNDING CORP.,  
as a Purchaser

By: /s/ Bernard J. Angelo  
Name: Bernard J. Angelo  
Title: Vice President

THE BANK OF NOVA SCOTIA,  
as Liberty Street Purchaser Agent and  
Liberty Street Investor

By: /s/ Michael Eden  
Name: Michael Eden  
Title: Director

YC SUSI TRUST,  
as the Yorktown Purchaser

By: Bank of America, National Association, as  
Administrative Trustee

By: /s/ Charu Mani  
Name: Charu Mani  
Title: Vice President

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BANK OF AMERICA, NATIONAL  
ASSOCIATION,  
as the Yorktown Investor

By: /s/ Charu Mani

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Name: Charu Mani

Title: Vice President

BANK OF AMERICA, NATIONAL  
ASSOCIATION,  
as the Yorktown Purchaser Agent

By: /s/ Charu Mani

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Name: Charu Mani

Title: Vice President