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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 30, 2018 (November 28, 2018)**

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**®  
NAVISTAR INTERNATIONAL CORPORATION  
(Exact name of registrant as specified in its charter)**

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**1-9618**  
(Commission File No.)

**36-3359573**  
(I.R.S. Employer  
Identification No.)

**2701 Navistar Drive  
Lisle, Illinois**  
(Address of principal executive offices)

**60532**  
(Zip Code)

**Registrant's telephone number, including area code: (331) 332-5000**

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(Former name or former address, if changed since last report.)

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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:

- 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))

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.

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#### ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On November 28, 2018, Navistar Financial Dealer Note Master Owner Trust II (the “Issuing Entity”) and Citibank, N.A. (as successor to The Bank of New York Mellon), as indenture trustee (the “Indenture Trustee”), entered into Amendment No. 4 to Series 2012-VFN Indenture Supplement (the “VFN Indenture Amendment”), which is attached hereto as Exhibit 10.1 and incorporated by reference herein. The VFN Indenture Amendment amends the Series 2012-VFN Indenture Supplement, dated as of August 29, 2012, between the Issuing Entity and the Indenture Trustee (filed as Exhibit 10.1 to the registrant’s Form 8-K dated and filed on August 30, 2012. Commission File No. 001-09618), to allow for the reduction of the Series 2012-VFN overcollateralization from 28.50% to 23.50%.

On November 28, 2018, Navistar Financial Securities Corporation, as the seller (“NFSC”), Navistar Financial Corporation, as the servicer (“NFC”), and Bank of America, National Association, as administrative agent, as a managing agent and as a committed purchaser, New York Life Insurance Company, as a managing agent and a committed purchaser (“New York Life”), and New York Life Insurance and Annuity Corporation, as a managing agent and a committed purchaser (“NYLIAC” and, collectively, the “Purchaser Parties”), entered into Amendment No. 11 to Note Purchase Agreement (the “NPA Amendment”), which is attached hereto as Exhibit 10.2 and incorporated by reference herein. The NPA Amendment amends the Note Purchase Agreement, dated as of August 29, 2012, among NFSC, NFC and the Purchaser Parties (filed as Exhibit 10.2 to the registrant’s Form 8-K dated and filed on August 30, 2012. Commission File No. 001-09618), to, among other things, extend the Scheduled Purchase Expiration Date to May 20, 2020.

#### ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

The following documents are filed herewith:

Exhibit No.	Description
10.1	<a href="#"><u>Amendment No. 4 to Series 2012-VFN Indenture Supplement, dated as of November 28, 2018, between Navistar Financial Dealer Note Master Owner Trust II, as the issuing entity, and Citibank, N.A. (as successor to The Bank of New York Mellon), as indenture trustee.</u></a>
10.2	<a href="#"><u>Amendment No. 11 to the Note Purchase Agreement, dated as of November 28, 2018, among Navistar Financial Securities Corporation, as the seller, Navistar Financial Corporation, as the servicer, New York Life Insurance Company, as a managing agent and a committed purchaser, New York Life Insurance and Annuity Corporation, as a managing agent and a committed purchaser, and Bank of America, National Association, as administrative agent, as a managing agent and as a committed purchaser.</u></a>

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**SIGNATURE**

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.

NAVISTAR INTERNATIONAL CORPORATION

*(Registrant)*

By: /s/ Walter G. Borst

Name: Walter G. Borst

Title: Executive Vice President and Chief Financial Officer

Dated: November 30, 2018

## AMENDMENT NO. 4

TO

SERIES 2012-VFN INDENTURE SUPPLEMENT

THIS AMENDMENT NO. 4 TO SERIES 2012-VFN INDENTURE SUPPLEMENT (this "Amendment") is made as of November 28, 2018, by and between Navistar Financial Dealer Note Master Owner Trust II, a Delaware statutory trust (the "Issuing Entity"), and Citibank, N.A., a national banking association, as indenture trustee (the "Indenture Trustee").

The Issuing Entity and the Indenture Trustee are parties to the Indenture, dated as of November 2, 2011, as amended by Amendment No. 1, dated as of February 13, 2013 (as amended, the "Indenture"), and the related Series 2012-VFN Indenture Supplement, dated as of August 29, 2012, as amended by Amendment No. 1, dated as of September 13, 2013, by Amendment No. 2, dated as of January 26, 2015, and by Amendment No. 3, dated as of May 31, 2017 (as amended, the "Series 2012-VFN Indenture Supplement"). The Issuing Entity and the Indenture Trustee have agreed to amend the 2012-VFN Indenture Supplement pursuant to Section 10.02 of the Indenture in the manner set forth herein. Capitalized terms used herein but not otherwise defined have the meanings set forth in the Series 2012-VFN Indenture Supplement.

1. Amendments. Section 1.01 of the Series 2012-VFN Indenture Supplement is hereby amended by deleting the definition of Series 2012-VFN Subordinated Seller's Interest Factor and replacing in with the following:  
"Series 2012-VFN Subordinated Seller's Interest Factor" means 23.50%.
2. Miscellaneous. As amended by this Amendment, the Series 2012-VFN Indenture Supplement is in all respects ratified and confirmed and the Series 2012-VFN Indenture Supplement as so amended by this Amendment shall be read, taken and construed as one and the same instrument. This Amendment may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York, without reference to the conflict of law provisions thereof or any other jurisdiction, other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.
3. Limitation of Owner Trustee Liability. Notwithstanding anything to the contrary, this Amendment has been signed by Deutsche Bank Trust Company Delaware, not in its individual capacity but solely in its capacity as Owner Trustee on behalf of the Issuing Entity. Each of the representations, undertakings and agreements herein made on the part of the Issuing Entity is made and intended not as a personal representation, undertaking or agreement by Deutsche Bank Trust Company Delaware, but is made for the purpose of binding only the Issuing Entity. In no event shall Deutsche Bank Trust Company Delaware have any personal liability for the representations, warranties, covenants, agreement or other obligations of the Issuing Entity hereunder or in any Notes, certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Issuing Entity.
4. Rights of the Indenture Trustee. The Indenture Trustee shall be afforded the same rights, protections, immunities and indemnities as are set forth in the Indenture as if specifically set forth herein. The Indenture Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Amendment and is not responsible for any statement made herein. The Administrator hereby certifies that all of the conditions precedent for the making of this Amendment have been complied with.

[signatures on next page]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to Series 2012-VFN Indenture Supplement to be duly executed by their respective officers as of the date first written above.

NAVISTAR FINANCIAL DEALER NOTE MASTER OWNER TRUST II,  
as Issuing Entity

By: DEUTSCHE BANK TRUST COMPANY DELAWARE, as Owner  
Trustee and not in its individual capacity

By: /s/ Susan Barstock

Name: Susan Barstock

Title: Attorney-in-fact

By: /s/ Robin Durant

Name: Robin Durant

Title: Attorney-in-fact

CITIBANK, N.A., as Indenture Trustee and not in its individual capacity

By: /s/ Cirino Emanuele

Name: Cirino Emanuele

Title: Senior Trust Officer

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The undersigned hereby (a) acknowledge that Bank of America, National Association, New York Life Insurance Company and New York Life Insurance and Annuity Corporation, in their respective capacities as Managing Agents, own 100% of the Series 2012-VFN Notes and that Bank of America, National Association, New York Life Insurance Company and New York Life Insurance and Annuity Corporation are the Managing Agents under the Note Purchase Agreement, (b) acknowledge receipt of notice of this Amendment No. 4 to Series 2012-VFN Indenture Supplement and (c) consent to the execution thereof:

BANK OF AMERICA, NATIONAL ASSOCIATION,  
as Administrative Agent

By: /s/ Carl W. Anderson  
Name: Carl W. Anderson  
Title: Managing Director

BANK OF AMERICA, NATIONAL ASSOCIATION,  
as the Managing Agent  
for the Bank of America Purchaser Group

By: /s/ Carl W. Anderson  
Name: Carl W. Anderson  
Title: Managing Director

BANK OF AMERICA, NATIONAL ASSOCIATION,  
as the Committed Purchaser  
for the Bank of America Purchaser Group

By: /s/ Carl W. Anderson  
Name: Carl W. Anderson  
Title: Managing Director

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NEW YORK LIFE INSURANCE COMPANY,  
as the Managing Agent for the NY Life Purchaser Group

By: /s/ Scott R. Seewald  
Name: Scott R. Seewald  
Title: Vice President

NEW YORK LIFE INSURANCE COMPANY,  
as the Committed Purchaser for the NY Life Purchaser Group

By: /s/ Scott R. Seewald  
Name: Scott R. Seewald  
Title: Managing Director

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NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION,  
as the Managing Agent for the NYLIAC Purchaser Group

By: NYL INVESTORS LLC,  
its Investment Manager

By: /s/ Scott R. Seewald  
Name: Scott R. Seewald  
Title: Managing Director

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION,  
as the Committed Purchaser for the NYLIAC Purchaser Group

By: NYL INVESTORS LLC,  
its Investment Manager

By: /s/ Scott R. Seewald  
Name: Scott R. Seewald  
Title: Managing Director

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With respect to Section 4 of this Amendment, agreed to by:

NAVISTAR FINANCIAL CORPORATION,  
as Administrator

By: /s/ Petrina Rauzi  
Name: Petrina Rauzi  
Title: Vice President and Treasurer

**AMENDMENT NO. 11  
TO  
NOTE PURCHASE AGREEMENT**

THIS AMENDMENT NO. 11 TO NOTE PURCHASE AGREEMENT (this "Amendment") dated as of November 28, 2018, is entered into among Navistar Financial Securities Corporation, as Transferor (the "Seller"), Navistar Financial Corporation ("NFC"), as the Servicer (in such capacity, the "Servicer"), New York Life Insurance Company ("NY Life"), as a Managing Agent and as a Committed Purchaser, New York Life Insurance and Annuity Corporation ("NYLIAC"), as a Managing Agent and as a Committed Purchaser, and Bank of America, National Association ("Bank of America"); together with NY Life and NYLIAC, the "Purchaser Parties"), as Administrative Agent (in such capacity, the "Administrative Agent"), as a Managing Agent and as a Committed Purchaser. Capitalized terms used herein without definition shall have the meanings set forth or incorporated by reference in the Agreement, the Indenture or the Indenture Supplement, as applicable.

RECITALS

A. The parties hereto are parties to that certain Note Purchase Agreement dated as of August 29, 2012 (as amended by Amendment No. 1 to Note Purchase Agreement dated as of March 18, 2013, Amendment No. 2 to Note Purchase Agreement dated as of September 13, 2013, Amendment No. 3 to Note Purchase Agreement dated as of March 12, 2014, Amendment No. 4 to Note Purchase Agreement dated as of January 26, 2015, Amendment No. 5 to Note Purchase Agreement dated as of October 30, 2015, Amendment No. 6 to Note Purchase Agreement dated as of February 24, 2016, Amendment No. 7 to Note Purchase Agreement dated as of May 27, 2016, Amendment No. 8 to Note Purchase Agreement dated as of November 18, 2016, Amendment No. 9 to Note Purchase Agreement dated as of May 31, 2017, and Amendment No. 10 to Note Purchase Agreement dated as of December 21, 2017, the "Agreement").

B. Pursuant to Section 11.01 of the Agreement, the parties to the Agreement desire to extend the Scheduled Purchase Expiration Date and to further amend the Agreement as set forth in this Amendment.

C. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendments to Agreement.

a. The definition of "Scheduled Purchase Expiration Date" in Section 1.01 of the Agreement is hereby amended to replace the date "December 20, 2018" set forth therein with the date "May 20, 2020".

b. The following new defined terms and definitions thereof are hereby added to Section 1.01 of the Agreement in appropriate alphabetical order:

"Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"LIBOR Screen Rate" means the LIBOR quote on the applicable screen page the applicable Managing Agent designates to determine LIBOR.

"LIBOR Successor Rate" has the meaning set forth in Section 2.06(d).

"LIBOR Successor Rate Conforming Changes" means, with respect to any proposed LIBOR Successor Rate, any conforming changes to the definition of Bank of America Alternate Rate, Corporate Base Rate, Eurodollar Rate, Eurodollar Reserve Percentage, Fixed Period, NYLIAC Alternate Rate, NY Life Alternate Rate, the timing and frequency of determining rates and making payments of interest and other administrative matters as may be appropriate, in the reasonable judgment of the Administrative Agent, to reflect the adoption of such LIBOR Successor Rate and to permit the administration thereof by the Administrative

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Agent in a manner substantially consistent with market practice (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such LIBOR Successor Rate exists, in such other manner of administration as the Administrative Agent reasonably determines in consultation with the Transferor).

“PATRIOT Act” means the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

“Scheduled Unavailability Date” has the meaning set forth in Section 2.06(d).

c. Section 2.04(a) of the Agreement is hereby amended to replace the phrase “364 days” set forth therein with the phrase “eighteen (18) months”.

d. The following new Section 2.06(d) is hereby added to the Agreement immediately following existing Section 2.06(c) thereof:

(d) Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, if the Administrative Agent reasonably determines or the Transferor or any Managing Agent notifies the Administrative Agent (with, in the case of such notice by such Managing Agent, a copy to the Transferor) that the Transferor or such Managing Agent (as applicable) has reasonably determined, that:

(i) adequate and reasonable means do not exist for ascertaining LIBOR for any requested Fixed Period, including, without limitation, because the LIBOR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) the administrator of the LIBOR Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which LIBOR or the LIBOR Screen Rate shall no longer be made available, or used for determining the interest rate of loans (such specific date, the “Scheduled Unavailability Date”), or

(iii) syndicated loans currently being executed, or that include language similar to that contained in this Section, are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace LIBOR,

then, reasonably promptly after such determination by the Administrative Agent or receipt by the Administrative Agent of such notice, as applicable, the Administrative Agent and the Transferor may amend this Agreement to replace LIBOR with an alternate benchmark rate (including any mathematical or other adjustments to the benchmark (if any) incorporated therein), giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated syndicated credit facilities for such alternative benchmarks (any such proposed rate, a “LIBOR Successor Rate”), together with any proposed LIBOR Successor Rate Conforming Changes and, notwithstanding any other provision of this Agreement to the contrary, any such amendment shall become effective at 5:00 p.m. (New York time) on the fifth Business Day after the Administrative Agent shall have delivered such proposed amendment to all Managing Agents unless, prior to such time, any Managing Agent has delivered to the Administrative Agent written notice that such Managing Agent does not accept such amendment.

If no LIBOR Successor Rate has been approved as described above and the circumstances under clause (i) above exist or the Scheduled Unavailability Date has occurred (as applicable), the Administrative Agent will promptly so notify the Transferor and each Managing Agent. Thereafter, prior to the occurrence of an Early Redemption Event, unless and until a LIBOR Successor Rate has been approved by the parties to this Agreement, the Bank of America Alternate Rate, the NYLIAC Alternate Rate and the NY Life Alternate Rate, as applicable, for any Fixed Period for any Funding Tranche funded by the applicable Purchaser

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Group shall be the applicable Corporate Base Rate determined pursuant to clause (a) or (b) of the definition of Corporate Base Rate.

Notwithstanding anything else herein, any definition of LIBOR Successor Rate shall provide that in no event shall such LIBOR Successor Rate be less than zero for purposes of this Agreement.

e. The following new Section 7.11 is hereby added to the Agreement immediately following existing Section 7.10 thereof:

SECTION 7.11. Know Your Customer and Anti-Money Laundering Rules and Regulations. Reasonably promptly following any request therefor, each of the Issuing Entity, the Transferor and NFC shall provide information and documentation reasonably requested by the Administrative Agent or any Managing Agent for purposes of compliance with applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation.

2. Representations and Warranties. The Seller hereby represents and warrants to each of the Purchaser Parties that:

a. after giving effect to this Amendment, no potential Early Redemption Event or Early Redemption Event has occurred and is now continuing, and NFC hereby represents and warrants to each of the Purchaser Parties that, after giving effect to this Amendment, no potential Early Redemption Event, Early Redemption Event or Servicer Termination Event has occurred and is now continuing;

b. as of the date hereof, the information included in each Beneficial Ownership Certification is true and correct in all respects; and

c. to the extent this Amendment (and Amendment No. 4 to Series 2012-VFN Indenture Supplement, dated as of the date hereof, between the Issuing Entity and the Indenture Trustee) ought to be treated as a significant modification for U.S. federal income tax purposes, the Seller (and its affiliates) shall not treat the Series 2012-VFN Notes deemed retired or the Series 2012-VFN Notes deemed issued as publicly traded within the meaning of Treasury Regulation Section 1.1273-2(f).

3. Effect of Amendment. All provisions of the Agreement, as amended by this Amendment, remain in full force and effect. After this Amendment becomes effective, all references in the Agreement to “this Agreement”, “hereof”, “herein” or words of similar effect referring to the Agreement in the Agreement or in any other document relating to the Seller’s securitization program shall be deemed to be references to the Agreement as amended by this Amendment. This Amendment shall not be deemed to expressly or impliedly waive, amend or supplement any provision of the Agreement other than as set forth herein.

4. Conditions Precedent. The effectiveness of this Amendment is subject to receipt (whether by e-mail, facsimile or otherwise) by the Administrative Agent and each Managing Agent of (i) counterparts of this Amendment executed by each of the other parties hereto, (ii) the documentation and other information reasonably requested by the Administrative Agent or such Managing Agent in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation, and (iii) a Beneficial Ownership Certification in relation to each of the Seller, the Issuing Entity and NFC.

5. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, and each counterpart shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to any otherwise applicable principles of conflicts of law.

7. Section Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or the Agreement or any provision hereof or thereof.

[signatures commence on the following page]

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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.

NAVISTAR FINANCIAL SECURITIES CORPORATION,  
as the Seller

By: /s/ Petrina Rauzi  
Name: Petrina Rauzi  
Title: Vice President and Treasurer

NAVISTAR FINANCIAL CORPORATION,  
as the Servicer

By: /s/ Petrina Rauzi  
Name: Petrina Rauzi  
Title: Vice President and Treasurer

[signatures continue on the following page]

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BANK OF AMERICA, NATIONAL ASSOCIATION,  
as the Administrative Agent

By: /s/ Carl W. Anderson  
Name: Carl W. Anderson  
Title: Managing Director

BANK OF AMERICA, NATIONAL ASSOCIATION,  
as the Managing Agent  
for the Bank of America Purchaser Group

By: /s/ Carl W. Anderson  
Name: Carl W. Anderson  
Title: Managing Director

BANK OF AMERICA, NATIONAL ASSOCIATION,  
as the Committed Purchaser  
for the Bank of America Purchaser Group

By: /s/ Carl W. Anderson  
Name: Carl W. Anderson  
Title: Managing Director

[signatures continue on the following page]

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NEW YORK LIFE INSURANCE COMPANY,  
as the Managing Agent  
for the NY Life Purchaser Group

By: /s/ Scott R. Seewald  
Name: Scott R. Seewald  
Title: Vice President

NEW YORK LIFE INSURANCE COMPANY,  
as the Committed Purchaser  
for the NY Life Purchaser Group

By: /s/ Scott R. Seewald  
Name: Scott R. Seewald  
Title: Managing Director

[signatures continue on the following page]

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NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION,  
as the Managing Agent  
for the NYLIAC Purchaser Group

By: NYL INVESTORS LLC, its Investment Manager

By: /s/ Scott R. Seewald  
Name: Scott R. Seewald  
Title: Managing Director

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION,  
as the Committed Purchaser  
for the NYLIAC Purchaser Group

By: NYL INVESTORS LLC, its Investment Manager

By: /s/ Scott R. Seewald  
Name: Scott R. Seewald  
Title: Managing Director