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

Form 10-Q/A
(Amendment No. 1)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended January 31, 2010

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 1-9618

NAVISTAR[®]

NAVISTAR INTERNATIONAL CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

4201 Winfield Road, P.O. Box 1488,
Warrenville, Illinois
(Address of principal executive offices)

60555
(Zip Code)

Registrant's telephone number, including area code (630) 753-5000

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act.) Yes No .

As of February 28, 2010, the number of shares outstanding of the registrant's common stock was 70,841,327, net of treasury shares.

NAVISTAR INTERNATIONAL CORPORATION FORM 10-Q/A
EXPLANATORY NOTE

Navistar International Corporation (the “Company”) is filing this Form 10-Q/A to include within its Quarterly Report on Form 10-Q for the period ended January 31, 2010 our Exhibit 10.106, which represents the Form of Cash Settled Restricted Stock Unit Award Notice and Agreement. The Company inadvertently omitted this exhibit from our original Form 10-Q. As such, we have amended Item 6 to include this exhibit. Item 6 is the only portion of the Form 10-Q being supplemented or amended by this Form 10-Q/A.

Additionally, in connection with the filing of this Form 10-Q/A and pursuant to Securities and Exchange Commission (“SEC”) rules, we are including currently dated certifications. This Form 10-Q/A has not been updated for events or information subsequent to the date of filing of the original Form 10-Q except in connection with the foregoing. Accordingly, this Form 10-Q/A should be read in conjunction with our other filings made with the SEC subsequent to the filing of the original Form 10-Q.

PART II—OTHER INFORMATION

Item 6. Exhibits

<u>Exhibit:</u>	<u>Page</u>
(10)* Material Contracts	E-1
(31.1)* CEO Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	E-8
(31.2)* CFO Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	E-9
(32.1)* CEO Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	E-10
(32.2)* CFO Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	E-11
(99.1) Additional Financial Information (Unaudited)	N/A

* Indicates exhibits filed with this Quarterly Report on Form 10-Q/A.

All exhibits other than those indicated above are omitted because of the absence of the conditions under which they are required or because the information called for is shown in the consolidated financial statements and notes thereto in the Quarterly Report on Form 10-Q for the period ended January 31, 2010.

**NAVISTAR INTERNATIONAL CORPORATION
AND CONSOLIDATED SUBSIDIARIES**

MATERIAL CONTRACTS

The following documents of Navistar International Corporation, its principal subsidiary Navistar, Inc. and its indirect subsidiary Navistar Financial Corporation are incorporated herein by reference.

- 10.9 Eighth Amendment to the Pooling and Servicing Agreement dated as of November 10, 2009, among Navistar Financial Corporation, as Servicer, Navistar Financial Securities Corporation, as Seller and The Bank of New York Mellon, as Master Trust Trustee. Filed as Exhibit 10.2 to Navistar Financial Corporation's Form 8-K dated and filed November 17, 2009. Commission File No. 001-04146.
- 10.15 Amendment No. 5 dated November 10, 2009 to the Series 2000-VFC Supplement to the Pooling and Servicing Agreement dated January 28, 2000, by and among Navistar Financial Corporation, as Servicer, Navistar Financial Securities Corporation, as Seller and The Bank of New York Mellon, a New York banking corporation, as Master Trust Trustee. Filed as Exhibit 10.5 to Navistar Financial Corporation's Form 8-K dated and filed November 17, 2009. Commission File No. 001-04146.
- 10.17 Amendment No. 1 to the Series 2004-1 Supplement to the Pooling and Servicing Agreement, dated as of November 10, 2009, by and among Navistar Financial Corporation, as Servicer, Navistar Financial Securities Corporation, as Seller, and the Bank of New York, as Master Trust Trustee on behalf of the Series 2004-1 Certificateholders. Filed as Exhibit 10.3 to Navistar Financial Corporation's Form 8-K dated and filed November 17, 2009. Commission File No. 001-04146.
- 10.32 Amendment to Amended and Restated Certificate Purchase Agreement, dated as of November 10, 2009, by and among Navistar Financial Corporation, as Servicer, Navistar Financial Securities Corporation, as Seller, Kitty Hawk Funding Corporation, as a Conduit Purchaser, Liberty Street Funding LLC (f/k/a Liberty Street Funding Corp.) as a Conduit Purchaser, Bank of America, National Association, as Administrative Agent for the Purchasers and as a Managing Agent and as a Committed Purchaser and the Bank of Nova Scotia, as a Committed Purchaser and as a Managing Agent. Filed as Exhibit 10.6 to Navistar Financial Corporation's Form 8-K dated and filed November 17, 2009. Commission File No. 001-04146.
- 10.34 Amendment No. 1 dated November 10, 2009 to the Master Owner Trust Agreement dated as of June 10, 2004, between Navistar Financial Securities Corporation, as Seller and Deutsche Bank Trust Company Delaware (as successor-in-interest to Chase Manhattan Bank USA, N.A.) as Master Owner Trust Trustee. Filed as Exhibit 10.4 to Navistar Financial Corporation's Form 8-K dated and filed November 17, 2009. Commission File No. 001-04146.
- 10.37 Series 2009-1 Indenture Supplement dated November 10, 2009, to the Indenture dated June 10, 2004, between Navistar Financial Dealer Note Master Owner Trust, as Issuer, and The Bank of New York Mellon, as Indenture Trustee. Filed as Exhibit 10.1 to Navistar Financial Corporation's Form 8-K dated and filed November 17, 2009. Commission File No. 001-04146.
- *10.93 Board of Directors Resolution approving the CEO Achievement Award. Filed as Exhibit 10.6 to Form 8-K dated and filed December 18, 2009. Commission File No. 001-09618.
- *10.94 Navistar International Corporation 2004 Performance Incentive Plan, Amended and Restated as of December 15, 2009 (marked to indicate all changes from the January 9, 2009 version). Filed as Appendix A to Proxy Statement filed January 12, 2010. Commission File No. 001-09618.

- *10.95 Compensation Committee of the Board of Directors resolutions approving the Annual Incentive Plan Criteria for 2010 for named executive officers. Filed as Exhibit 10.8 to Form 8-K dated and filed December 18, 2009. Commission File No. 001-09618.
- *10.96 Form of Amended and Restated CEO Executive Severance Agreement to be dated January 1, 2010. Filed as Exhibit 10.9 to Form 8-K dated and filed December 18, 2009. Commission File No. 001-09618. PLEASE NOTE EFFECTIVE JANUARY 1, 2010 THIS AGREEMENT REPLACED THE EXISTING FORM OF EXECUTIVE SEVERANCE AGREEMENT REFERENCED IN EXHIBIT 10.61 TO FORM 10-K DATED AND FILED DECEMBER 21, 2009.
- *10.97 Form of Amended and Restated Executive Severance Agreement with all executive officers other than the CEO to be dated January 1, 2010. Filed as Exhibit 10.10 to Form 8-K dated and filed December 18, 2009. Commission File No. 001-09618. PLEASE NOTE EFFECTIVE JANUARY 1, 2010 THIS AGREEMENT REPLACED THE EXISTING FORM OF EXECUTIVE SEVERANCE AGREEMENT REFERENCED IN EXHIBIT 10.61 TO FORM 10-K DATED AND FILED DECEMBER 21, 2009.
- 10.98 Amended and Restated Credit Agreement, dated as of December 16, 2009, by and among Navistar Financial Corporation, a Delaware corporation, and Navistar Financial, S.A. DE C.V., Sociedad Financiera De Objeto Multiple, Entidad No Regulada, a Mexican corporation, as borrowers, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Bank of America, N.A., as syndication agent, and The Bank of Nova Scotia, as documentation agent. Filed as Exhibit 10.1 to Navistar Financial Corporation's Form 8-K dated and filed December 18, 2009. Commission File No. 001-04146. PLEASE NOTE EFFECTIVE DECEMBER 16, 2009 THIS AGREEMENT REPLACED THE NFC CREDIT AGREEMENT REFERENCED IN EXHIBIT 10.49 TO FORM 10-K DATED AND FILED DECEMBER 21, 2009.
- 10.99 Second Amended and Restated Parents' Side Agreement, dated as of December 16, 2009, by and between Navistar International Corporation, a Delaware corporation, and Navistar, Inc. (formerly known as International Truck and Engine Corporation), a Delaware corporation, for the benefit of the lenders from time to time party to the Amended and Restated Credit Agreement. Filed as Exhibit 10.3 to Navistar Financial Corporation's Form 8-K dated and filed December 18, 2009. Commission File No. 001-04146. PLEASE NOTE EFFECTIVE DECEMBER 16, 2009 THIS AGREEMENT REPLACED THE AMENDED AND RESTATED PARENTS' SIDE AGREEMENT REFERENCED IN EXHIBIT 10.58 TO FORM 10-K DATED AND FILED DECEMBER 21, 2009.
- 10.100 Second Amended and Restated Parent Guarantee, dated as of December 16, 2009, by Navistar International Corporation, a Delaware corporation, in favor of JPMorgan Chase Bank, N.A., as administrative agent for the lenders party to the Amended and Restated Credit Agreement. Filed as Exhibit 10.2 to Navistar Financial Corporation's Form 8-K dated and filed December 18, 2009. Commission File No. 001-04146. PLEASE NOTE EFFECTIVE DECEMBER 16, 2009 THIS AGREEMENT REPLACED THE AMENDED AND RESTATED PARENT GUARANTY REFERENCED IN EXHIBIT 10.59 TO FORM 10-K DATED AND FILED DECEMBER 21, 2009.
- 10.101 First Amendment, dated as of December 16, 2009, to the Amended and Restated Security, Pledge and Trust Agreement, dated as of July 1, 2005, between Navistar Financial Corporation, a Delaware corporation, and Deutsche Bank Trust Company Americas, a corporation duly organized and existing under the laws of the State of New York, acting individually and as trustee for the holders of the secured obligations under the Amended and Restated Credit Agreement. Filed as Exhibit 10.4 to Navistar Financial Corporation's Form 8-K dated and filed December 18, 2009. Commission File No. 001-04146.
- 10.102 Intercreditor Agreement, dated as of December 16, 2009, by and among Navistar Financial Corporation, a Delaware corporation, Wells Fargo Equipment Finance, Inc., a Minnesota corporation, Deutsche Bank Trust Company Americas, a corporation duly organized and existing

under the laws of the State of New York, acting individually and as trustee for the holders of the secured obligations under the Amended and Restated Credit Agreement, and JPMorgan Chase Bank, N.A., as administrative agent for the lenders party to the Amended and Restated Credit Agreement. Filed as Exhibit 10.9 to Navistar Financial Corporation's Form 8-K dated and filed December 18, 2009. Commission File No. 001-04146.

*10.104 Compensation Committee and Board of Directors approval of 2010 long term incentive equity grant awards to non-employee directors and named executive officers. Filed as Exhibit 10.104 to Form 10-K dated and filed December 21, 2009. Commission File No. 001-09618.

10.105 Series 2010-1 Indenture Supplement dated February 12, 2010 to the Indenture dated June 10, 2004, between Navistar Financial Dealer Note Master Owner Trust, as Issuer, and the Bank of New York Mellon, as Indenture Trustee. Filed as Exhibit 10.1 to Navistar Financial Corporation's Form 8-K dated and filed February 16, 2010. Commission File No. 001-04146.

The following document of Navistar International Corporation is filed herewith:

*10.106 Form of Cash Settled Restricted Stock Unit Award Notice and Agreement.

* Indicates a management contract or compensatory plan or arrangement required to be filed or incorporated by reference as an exhibit to this report.

NAVISTAR INTERNATIONAL CORPORATION
CASH SETTLED RESTRICTED STOCK UNIT
AWARD NOTICE AND AGREEMENT
2004 PERFORMANCE INCENTIVE PLAN

GRANTEE:

ADDRESS:

NUMBER OF CASH SETTLED RESTRICTED STOCK UNITS:

DATE OF GRANT:

Navistar International Corporation, a Delaware corporation (the "Corporation"), is pleased to confirm that you (the "Grantee") have been granted a Cash Settled Restricted Stock Unit Award (this "Award"), effective as of the Date of Grant set forth above (the "Grant Date"). This Award is subject to the terms and conditions of this Cash Settled Restricted Stock Unit Award Notice and Agreement (this "Agreement") and is made under the Corporation's 2004 Performance Incentive Plan, as may be amended from time to time (the "Plan"), which is incorporated into and made a part of this Agreement. Any capitalized terms used in this Agreement that are otherwise not defined herein shall have the same meaning prescribed under the Plan.

1. Acceptance of Terms and Conditions. By accepting this Award, the Grantee agrees to be bound by the terms and conditions of this Agreement, the Plan, and any and all conditions established by the Corporation in connection with Awards issued under the Plan, and understands that this Award does not confer any legal or equitable right (other than those constituting the Award itself) against the Corporation or any of its subsidiaries (collectively, the "Navistar Companies"), directly or indirectly, or give rise to any cause of action at law or in equity against the Navistar Companies.

2. Grant of Cash Settled Restricted Stock Units. Subject to the restrictions, limitations, terms and conditions specified in the Plan, the Prospectus for the Plan (the "Prospectus"), and this Agreement, the Corporation hereby grants this Award to the Grantee as of the Grant Date equal to the above-stated number of Cash Settled Restricted Stock Units (each, an "RSU" and collectively, the "RSUs"), with each such RSU representing the right to receive the cash value of one share of the Corporation's Common Stock, \$0.10 par value per share ("Common Stock").

3. Vesting of Cash Settled Restricted Stock Units. Subject to the terms and conditions of this Agreement, the Prospectus, and the Plan, the RSUs shall vest as follows:

NUMBER OF RSUs:	VESTED ON OR AFTER:
NUMBER OF RSUs:	VESTED ON OR AFTER:
NUMBER OF RSUs:	VESTED ON OR AFTER:

4. No Dividends or Dividend Equivalents. The Grantee shall not receive dividends or dividend equivalents on the RSUs.

5. Payment of Vested Cash Settled Restricted Stock Units. To the extent, if any, the RSUs are vested pursuant to the terms of this Agreement or the Plan, the RSUs shall be paid in a lump sum cash payment, in aggregate, equal to the Fair Market Value of one share of Navistar's Common Stock multiplied by the number of such RSUs vesting on the vest date. The lump sum cash payment shall be paid to or in respect of the Grantee on

the earliest of the following dates: (a) as soon as practicable after (and in no case more than 30 days after) the vesting date as specified in Section 3 above, or (b) in the event all of the RSUs become vested upon the Grantee's death pursuant to Section XI(6) of the Plan, the date of the Grantee's death. On the date the lump sum cash payment of the RSUs is to be so paid to or in respect of the Grantee, subject to Section 6 of this Agreement, the Corporation shall promptly cause to be issued in the Grantee's name, the appropriate dollar amount in payment of such vested and unrestricted RSUs.

6. Tax Withholding Obligations. The Grantee shall be required to deposit with the Corporation either (i) an amount of cash equal to the amount determined by the Corporation to be required with respect to any withholding taxes, FICA contributions, or the like under any federal, state or local statute, ordinance, rule or regulation in connection with the grant or vesting of the RSUs (the "Taxes") or (ii) a number of RSUs otherwise deliverable in cash hereunder having a fair market value sufficient to satisfy the statutory minimum of all or part of the Grantee's estimated Taxes. The Corporation shall not deliver any of the lump sum cash payment for the vested RSUs until and unless the Grantee has made the deposit required herein or proper provision for required withholding has been made.

7. Rights as Shareholder. The Grantee shall have no rights as a stockholder of the Company and no voting rights with respect to the RSUs.

8. Transferability. Except to the extent provided in the Plan in the case of the Grantee's death, the RSUs may neither be made subject to any encumbrance nor transferred by means of sale, assignment, exchange, pledge, or otherwise.

9. Extraordinary Item; Coordination with Local Law. By voluntarily acknowledging and accepting this Award, the Grantee acknowledges and understands that (a) the RSUs are an extraordinary item relating to compensation for future services to the Navistar Companies and are not under any circumstances to be considered compensation for past services; (b) the RSUs are not part of normal or expected compensation or salary for any purposes, including, without limitation, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, service-based awards, pension or retirement benefits or similar payments; and (c) notwithstanding any terms or conditions of the Plan or this Agreement to the contrary, in the event of the Grantee's involuntary termination of employment with the Navistar Companies, the Grantee's right to receive future Restricted Stock Units under the Plan and to vest in the RSUs shall terminate as of the date that the Grantee is no longer actively employed and will not be extended by any notice period under local law (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to local law); provided, however, that to the extent the Grantee retains any right to continue to vest in the RSUs pursuant to and in accordance with the Plan and this Agreement following such termination, the right to so vest shall be measured from the date the Grantee terminates active employment with the Navistar Companies and shall not be extended by any notice period under local law.

10. Confidentiality. The Grantee agrees to not disclose the existence or terms of this Agreement to any other employees of the Navistar Companies or third parties with the exception of the Grantee's accountants, attorneys, or spouse, and shall ensure that none of them discloses such existence or terms to any other person, except as required to comply with legal process.

11. Consent to Transfer Personal Data. By accepting this Award, the Grantee voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this Section 11. The Grantee is not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect the Grantee's ability to participate in the Plan. The Corporation holds certain personal information about the Grantee, which may include the Grantee's name, home address and telephone number, facsimile number, e-mail address, family size, marital status, sex, beneficiary information, emergency contacts, passport/visa information, age, language skills, drivers license information, date of birth, birth certificate, social security number or other employee identification number, nationality, C.V. (or resume),

wage history, employment references, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax related information, plan or benefit enrollment forms and elections, equity or benefit statements, any shares of stock or directorships in the Corporation, details of all options, RSUs or any other entitlements to shares of stock awarded, canceled, purchased, vested, unvested or outstanding in the Grantee's favor, for the purpose of managing and administering the Plan ("Data"). The Navistar Companies will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Grantee's participation in the Plan, and the Corporation may further transfer Data to any third parties assisting the Corporation in the implementation, administration and management of the Plan. These recipients may be located throughout the world, including the United States of America. The Grantee authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of Common Stock or cash on the Grantee's behalf to a broker or other third party with whom the Grantee may elect to deposit any lump sum cash payment or shares of Common Stock acquired pursuant to the Plan. The Grantee may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Corporate Secretary for the Corporation; however, withdrawing the Grantee's consent may affect the Grantee's ability to participate in the Plan.

12. Amendment. Except as otherwise specified in this Agreement, this Agreement may be amended only by a writing executed by the Corporation and the Grantee that specifically states that it is so amending this Agreement. Notwithstanding the foregoing, this Agreement may be amended by the Committee, without the consent of the Grantee, by a writing that specifically states that it is so amending this Agreement, so long as a copy of such amendment is delivered to the Grantee, and provided that no such amendment that eliminates or adversely affects any right or obligation of the Grantee hereunder may be made without the Grantee's consent. Without limiting the foregoing, the Committee reserves the right to change, by written notice to the Grantee, the provisions of the RSUs or this Agreement in any way it may deem necessary or advisable to carry out the purpose of the Award as a result of a mistake of fact or any change in applicable laws or regulations or any future law, regulation, ruling or judicial decisions, provided that any such change shall be applicable only to the RSUs that are then subject to terms or conditions of this Agreement.

13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by appropriate authority under the law of any jurisdiction applicable to this Agreement, the same shall not affect, in any respect whatsoever, the validity, legality, or enforceability of any other provision of this Agreement, and this Agreement shall continue, to the fullest extent permitted by law, as if such invalid, illegal, or unenforceable provision were omitted and/or modified by such appropriate authority so as to preserve its validity, legality, or enforceability, unless such omission or modification would substantially impair the rights or benefits under this Agreement of the Grantee or the Corporation.

14. Construction. The RSUs are being issued pursuant to Section XI of the Plan and are subject to the terms of the Plan. A copy of the Plan has been given to the Grantee and additional copies of the Plan are available upon request during normal business hours at the principal executive offices of the Corporation or can be requested in writing sent to the Corporate Secretary, Navistar International Corporation, 4201 Winfield Road, Warrenville, Illinois 60555. To the extent that any provisions of this Agreement violates or is inconsistent with any provisions of the Plan, the Plan provision shall govern and any inconsistent provision in this Agreement shall be of no force or effect.

15. Interpretations. Any dispute, disagreement or question which arises under, or as a result of, or in any way relates to the interpretation, construction or application of the terms of this Agreement, the Plan, or the Prospectus will be determined and resolved by the Committee or its authorized delegate. Such determination or resolution by the Committee or its authorized delegate will be final, binding and conclusive on all persons for all purposes.

16. Successors and Assigns. This Agreement shall be binding upon and, subject to the conditions hereof, inure to the benefit of the Corporation, its successors and assigns, and the Grantee and his successors and assigns.

17. Entire Understanding. This Agreement embodies the entire understanding and agreement of the parties in relation to the subject matter hereof, and no promise, condition, representation or warranty, expressed or implied, not herein stated, shall bind either party hereto.

18. Governing Law. Subject to the terms of the Plan, all matters arising under this Agreement including matters of validity, construction and interpretation, shall be governed by the internal laws of the State of Illinois, without regard to the conflicts of law provisions of that State or any other jurisdiction. The Grantee and the Corporation agree that all claims in respect of any action or proceeding arising out of or relating to this Agreement shall be heard or determined in any state or federal court sitting in Illinois, and the Grantee agrees to submit to the jurisdiction of such courts, to bring all such actions or proceedings in such courts and to waive any defense of inconvenient forum to such actions or proceedings. A final judgment in any action or proceeding so brought shall be conclusive and may be enforced in any manner provided by law.

* * *

The Corporation and the Grantee hereby agree to the terms and conditions of this Agreement and have executed it as of the Grant Date.

NAVISTAR INTERNATIONAL CORPORATION

Daniel C. Ustian
Chairman, President and CEO

Attest:

GRANTEE

Curt A. Kramer
Corporate Secretary

CERTIFICATION

I, Daniel C. Ustian, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Navistar International Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 8, 2010

/s/ DANIEL C. USTIAN

Daniel C. Ustian
Chairman, President and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION

I, Andrew J. Cederoth, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Navistar International Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 8, 2010

/s/ ANDREW J. CEDEROTH

Andrew J. Cederoth
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Navistar International Corporation (the “Company”) on Form 10-Q for the period ended January 31, 2010 as filed with the Securities and Exchange Commission (the “SEC”) on the date hereof (the “Report”), I, Daniel C. Ustian, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the SEC or its staff upon request.

Date: June 8, 2010

/s/ DANIEL C. USTIAN

Daniel C. Ustian
Chairman, President and Chief Executive Officer
(Principal Executive Officer)

This certification accompanies the Report pursuant to § 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. This certification shall also not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the Company specifically incorporates it by reference.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Navistar International Corporation (the “Company”) on Form 10-Q for the period ended January 31, 2010 as filed with the Securities and Exchange Commission (the “SEC”) on the date hereof (the “Report”), I, Andrew J. Cederoth, Principal Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the SEC or its staff upon request.

Date: June 8, 2010

/s/ ANDREW J. CEDEROTH

Andrew J. Cederoth
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

This certification accompanies the Report pursuant to § 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. This certification shall also not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the Company specifically incorporates it by reference.