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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): March 19, 2020**

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**AMERICAN HONDA FINANCE CORPORATION**  
(Exact Name of Registrant as Specified in Its Charter)

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**California**  
(State or Other Jurisdiction  
of Incorporation)

**001-36111**  
(Commission  
File Number)

**95-3472715**  
(I.R.S. Employer  
Identification No.)

**20800 Madrona Avenue**  
**Torrance, California**  
(Address of Principal Executive Offices)

**90503**  
(Zip Code)

**(310) 972-2288**  
(Registrant's Telephone Number, Including Area Code)

(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>1.300% Medium-Term Notes, Series A Due March 21, 2022</b>	N/A	New York Stock Exchange
<b>2.625% Medium-Term Notes, Series A Due October 14, 2022</b>	N/A	New York Stock Exchange
<b>1.375% Medium-Term Notes, Series A Due November 10, 2022</b>	N/A	New York Stock Exchange
<b>0.550% Medium-Term Notes, Series A Due March 17, 2023</b>	N/A	New York Stock Exchange
<b>0.750% Medium-Term Notes, Series A Due January 17, 2024</b>	N/A	New York Stock Exchange

**0.350% Medium-Term Notes, Series A**  
**Due August 26, 2022**

**N/A**

**New York Stock Exchange**

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 8.01. Other Events.**

Effective March 19, 2020, Honda Canada Finance Inc. (“HCFI”), a subsidiary of American Honda Finance Corporation (“AHFC”), amended (the “Seventh Amendment”) its C\$1.6 billion (\$1.2 billion) Second Amended and Restated Credit Agreement, dated March 24, 2014, among HCFI, as the borrower, the lenders party thereto, and Canadian Imperial Bank of Commerce, as administrative agent, joint bookrunner and co-lead arranger, RBC Capital Markets, as joint bookrunner and co-lead arranger, BMO Capital Markets, as co-lead arranger, The Toronto-Dominion Bank, as co-arranger and co-syndication agent, MUFG Bank, Ltd., Canada Branch, as co-arranger and co-syndication agent, Bank of Montreal, as co-syndication agent, Royal Bank of Canada, as co-syndication agent, Mizuho Bank, Ltd., Canada Branch, as documentation agent (the “Second Amendment and Restatement”), as amended on June 30, 2014 (the “First Amendment”), on March 13, 2015 (the “Second Amendment”), on March 23, 2016 (the “Third Amendment”), on March 23, 2017 (the “Fourth Amendment”), on March 13, 2018 (the “Fifth Amendment”) and on March 12, 2019 (the “Sixth Amendment” and the Second Amendment and Restatement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and Seventh Amendment, the “Credit Agreement”).

The Seventh Amendment:

- increased each of the Tranche A and Tranche B commitments by C\$200 million (\$154 million), such that HCFI may borrow up to C\$1.0 billion (\$770 million) on a one-year revolving basis and \$C1.0 billion (\$770 million) on a five year revolving basis pursuant to the terms and conditions of the Credit Agreement;
- deleted and replaced the definition of “Applicable Margin”;
- amended the definition of “Joint Bookrunners” by deleting “CIBC and RBC Capital Markets” and replacing it with “CIBC, RBC Capital Markets and BMO Capital Markets”;
- extended the Tranche A commitment termination date from March 25, 2020 to March 25, 2021;
- extended the Tranche B commitment termination date from March 25, 2024 to March 25, 2025; and
- deleted each reference to “March 31, 2018” and replaced it with “March 31, 2019”.

The foregoing description of the Seventh Amendment is qualified in its entirety by reference to the complete text of such Seventh Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

References to “C\$” are to the Canadian dollar. This report contains translations of certain Canadian dollar amounts into U.S. dollars at the rate specified below solely for your convenience. These translations should not be construed as representations that the Canadian dollar amounts actually represent such U.S. dollar amounts or that they could be converted into U.S. dollars at the rate indicated. U.S. dollar equivalents for “C\$” amounts are calculated based on an exchange rate of 1.2990 per U.S. dollar as of December 31, 2019.

### **Item 9.01. Financial Statements and Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>Seventh Amendment, dated as of March 19, 2020 between HCFI and Canadian Imperial Bank of Commerce, as administrative agent, for and on behalf of the banks party to the Credit Agreement.</u></a>

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**AMERICAN HONDA FINANCE CORPORATION**

Date: March 23, 2020

By: \_\_\_\_\_  
/s/ Paul C. Honda  
**Paul C. Honda**  
**Vice President and Assistant Secretary**

SEVENTH AMENDMENT dated as of March 19, 2020 between HONDA CANADA FINANCE INC., a Canada corporation (the “**Borrower**”) and CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent, for and on behalf of the Banks party to the Credit Agreement (as defined below) (the “**Administrative Agent**”).

WHEREAS, the Borrower, the Banks, the Administrative Agent, and the other Agents party thereto are party to a second amended and restated credit agreement dated as of March 24, 2014 (as amended pursuant to an amendment dated as of June 30, 2014, a second amendment dated as of March 13, 2015, a third amendment dated as of March 23, 2016, a fourth amendment dated as of March 23, 2017, a fifth amendment dated as of March 13, 2018 and a sixth amendment dated as of March 12, 2019, collectively, the “**Credit Agreement**”);

WHEREAS, pursuant to Section 2.11 of the Credit Agreement, the Borrower may request that the Commitment Termination Date of a Class be extended by one year; and

WHEREAS the Borrower has requested, *inter alia*, that (i) each of the Tranche A Commitments and the Tranche B Commitments be increased by \$200,000,000, (ii) each of the Class A Commitment Termination Date and the Class B Commitment Termination Date be extended, and (iii) the Undrawn Fees in respect of the Tranche A Commitments be reduced, and the Lenders have agreed to each such increase, extension and amendments.

NOW THEREFORE IT IS AGREED:

**Section 1 Defined Terms.**

Capitalized terms used in this Amendment and not otherwise defined have the meanings specified in the Credit Agreement.

**Section 2 Amendments.**

- (1) The cover page to the Credit Agreement is hereby deleted and replaced with the cover page at Schedule “A”.
- (2) Section 1.1 of the Credit Agreement is hereby amended as follows:
  - (a) The definition of “Applicable Margin” is hereby deleted and replaced with the following:

“**Applicable Margin**” shall mean, for any day, for Drafts, Prime Rate Loans and Undrawn Fees of a Class, the applicable percentage per annum set forth below with respect thereto which corresponds to the Borrower’s Rating Level for such day:

Borrower's Rating Level	Drafts		Prime Rate Loans		Undrawn Fees	
	Tranche A	Tranche B	Tranche A	Tranche B	Tranche A	Tranche B
1	0.60%	0.60%	0.00%	0.00%	0.06%	0.12%
2	0.70%	0.70%	0.00%	0.00%	0.07%	0.14%
3	0.80%	0.80%	0.00%	0.00%	0.08%	0.16%
4	1.00%	1.00%	0.00%	0.00%	0.10%	0.20%
5	1.20%	1.20%	0.20%	0.20%	0.12%	0.24%

- (b) The definition of “Joint Bookrunners” is hereby amended by deleting “CIBC and RBC Capital Markets” and replacing it with “CIBC, RBC Capital Markets and BMO Capital Markets”;
  - (c) The definition of “Tranche A Commitment Termination Date” is hereby amended by deleting “March 24, 2020” and replacing it with “March 25, 2021”; and
  - (d) The definition of “Tranche B Commitment Termination Date” is hereby amended by deleting “March 24, 2024” and replacing it with “March 25, 2025”.
- (3) Exhibit “H” of the Credit Agreement is hereby deleted and replaced with the Exhibit “H” attached hereto.
  - (4) Section 8.4 of the Credit Agreement is hereby amended by deleting each reference to “March 31, 2018” and replacing it with “March 31, 2019”.

**Section 3 Representations and Warranties.**

To induce the Administrative Agent to enter into this Amendment, the Borrower represents and warrants to the Administrative Agent and the Banks as follows, which representations and warranties shall survive the execution and delivery hereof:

- (a) The Borrower is duly organized and validly existing as a corporation under the laws of Canada;
- (b) The execution, delivery and performance of this Amendment has been duly authorized by the Borrower by all necessary corporation action. This Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except as enforceability may be subject to or limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors’ rights in general and by general principles of equity, regardless of whether such enforceability shall be considered in a proceeding in equity or at law;
- (c) The execution, delivery and performance of this Amendment by the Borrower and the fulfillment of the terms hereof do not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, any indenture, agreement or other instrument to which the Borrower is a party or by which it is bound; nor result in or require the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement or other instrument; nor violate any law or, to the best of its knowledge, any order, rule or regulation applicable to the Borrower of any Governmental Authority having jurisdiction over the Borrower or its properties; which breach, default, conflict, Lien or violation would have a Material Adverse Effect; and

- (d) The Credit Agreement, as amended pursuant hereto, remains in full force and effect, unamended, and is enforceable against the Borrower in accordance with its terms, except as enforceability may be subject to or limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability shall be considered in a proceeding in equity or at law.

#### **Section 4 Acknowledgement by New Banks.**

Each of National Bank of Canada, The Bank of Nova Scotia and Sumitomo Mitsui Banking Corporation, Canada Branch (the "New Banks") (i) confirms that it has received a copy of the Credit Agreement, together with such financial statements and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to become a party to the Credit Agreement, (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own appraisal of and investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of the Borrower and will make its own credit analysis, appraisals, and decisions in taking or not taking action under the Credit Agreement, (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto, (iv) agrees that it will be bound by and perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Bank, and (v) specifies as its address for notices and Applicable Lending Offices, the offices set forth beneath its name on the signature pages hereof.

#### **Section 5 Reference to and Effect on the Credit Agreement.**

Upon this Amendment becoming effective, each reference in the Credit Agreement to "this Agreement" and each reference to the Credit Agreement in the other Credit Documents and any and all other agreements, documents and instruments delivered by any of the Banks, the Administrative Agent, the Credit Parties or any other Person shall mean and be a reference to the Credit Agreement as amended by this Amendment. Except as specifically amended by this Amendment, the Credit Agreement shall remain in full force and effect.

#### **Section 6 Costs and Expenses.**

The Borrower agrees to reimburse the Administrative Agent and the Banks for all reasonable fees, costs and expenses, including the reasonable fees, costs and expenses of counsel to the Administrative Agent, in connection with this Amendment and the other documents executed in connection herewith.

#### **Section 7 Effectiveness.**

This Amendment shall become effective upon the following conditions precedent being satisfied:

- (a) duly executed signature pages for this Amendment signed by the Borrower and the Administrative Agent shall have been delivered to the Administrative Agent;
- (b) the Administrative Agent shall have received an Officer's Certificate in form and substance satisfactory to the Agent to the effect that since the date of the most recent audited financial statements furnished to the Banks pursuant to Section 9.1 of the Credit Agreement, there has occurred no material adverse change in the business,

operations, business prospects or financial condition of the Borrower and its Subsidiaries, taken as a whole; as of the date of said certificate, no Default has occurred or is continuing or will result from extending each of the Commitment Termination Dates; and, as of the date of said certificate, the representations and warranties made by the Borrower in Section 8 of the Credit Agreement (excluding Section 8.4(b)) are true and correct with the same force and effect as if made on and as of such date (unless stated to relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all respects as of such earlier date);

- (c) the Administrative Agent shall have received a written confirmation from HMC that, upon and after the increase in the Tranche A Commitments and Tranche B Commitments set forth on Exhibit "H" attached hereto, all Accommodations Outstanding and all interest under the Credit Agreement, as amended hereby, will constitute "Debt" as such term is used in the HMC Support Agreement, together with the certifications provided by the Borrower pursuant to Section 7.2(d) of the Credit Agreement; and
- (d) the Administrative Agent shall have received (x) for the benefit of each of the Banks (other than the New Banks), a commitment fee equal to the sum of (i) 0.02% of the Tranche A Commitments of each such Bank, (ii) 0.03% of each such Bank's Tranche B Commitments as of the date before the date hereof (the "**Existing Tranche B Commitments**"), and (iii) 0.03% per annum on the amount by which the amount of each such Bank's Tranche B Commitments as of the date hereof pursuant to this Amendment exceed the Existing Tranche B Commitments, and (y) for the benefit of each of the New Banks, such fees on behalf of the New Banks as mutually agreed in writing between the Borrower and the Administrative Agent on behalf of such New Banks.

#### **Section 8 Governing Law.**

This Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

#### **Section 9 Counterparts.**

This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

#### **Section 10 Severability; Headings Descriptive.**

In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction shall not in any way be affected or impaired thereby. The headings of the several Sections and subsections of this Amendment are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Amendment.



IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

**HONDA CANADA FINANCE INC., as  
Borrower**

By: /s/ Tony Facciolo

Name: Tony Facciolo

Title: Vice President – Secretary &  
Risk Management Officer

By: /s/ Kei Yamada

Name: Kei Yamada

Title: President

*Honda Seventh Amending Agreement – Signature Page*

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Administrative Agent**

By: /s/ Viktoriya Gruzytska  
Name: Viktoriya Gruzytska  
Title: Executive Director

By: /s/ Sushant Pathak  
Name: Sushant Pathak  
Title: Director

*Honda Seventh Amending Agreement – Signature Page*

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as a Bank**

By: /s/ Viktoriya Gruzytska

Name: Viktoriya Gruzytska

Title: Executive Director

By: /s/ Sushant Pathak

Name: Sushant Pathak

Title: Director

*Honda Seventh Amending Agreement – Signature Page*

**BANK OF MONTREAL, as a Bank**

By: /s/ Matthew Brink

Name: Matthew Brink

Title: Vice President

*Honda Seventh Amending Agreement – Signature Page*

**ROYAL BANK OF CANADA, as a Bank**

By: /s/ Chris Cowan

Name: Chris Cowan

Title: Authorized Signatory

*Honda Seventh Amending Agreement – Signature Page*

**THE TORONTO-DOMINION BANK, as a  
Bank**

By: /s/ Michael Borowiecki  
Name: Michael Borowiecki  
Title: Authorized Signatory

*Honda Seventh Amending Agreement – Signature Page*

**MUFG BANK, LTD., CANADA BRANCH,  
as a Bank**

By: /s/ Masashi Karino

Name: Masashi Karino

Title: Managing Director & Head of  
Japanese Corporate Banking  
Division (Canada)

*Honda Seventh Amending Agreement – Signature Page*

**MIZUHO BANK LTD., CANADA  
BRANCH, as a Bank**

By: /s/ Ryo Shimada  
Name: Ryo Shimada  
Title: Managing Director, Canada

*Honda Seventh Amending Agreement – Signature Page*



**THE BANK OF NOVA SCOTIA, as a Bank**

By: /s/ David W. Brooks

Name: David W. Brooks

Title: Managing Director

*Honda Seventh Amending Agreement – Signature Page*

**NATIONAL BANK OF CANADA, as a Bank**

By: /s/ David Sellitto

Name: David Sellitto

Title: Director

*Honda Seventh Amending Agreement – Signature Page*

**SUMITOMO MITSUI BANKING  
CORPORATION, CANADA BRANCH, as a  
Bank**

By: /s/ Taichi Maeda

Name: Taichi Maeda

Title: Executive Director

*Honda Seventh Amending Agreement – Signature Page*

**Schedule "A"**

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HONDA CANADA FINANCE INC.

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\$2,000,000,000 SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of March 24, 2014

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CANADIAN IMPERIAL BANK OF COMMERCE,  
as Administrative Agent

CANADIAN IMPERIAL BANK OF COMMERCE  
RBC CAPITAL MARKETS  
and  
BMO CAPITAL MARKETS  
as Joint Bookrunners

CANADIAN IMPERIAL BANK OF COMMERCE  
BMO CAPITAL MARKETS  
and  
RBC CAPITAL MARKETS,  
as Co-Lead Arrangers

THE TORONTO-DOMINION BANK  
and  
MUFG BANK, LTD., CANADA BRANCH  
as Co-Arrangers

BANK OF MONTREAL  
ROYAL BANK OF CANADA  
THE TORONTO-DOMINION BANK  
and  
MUFG BANK, LTD., CANADA BRANCH,  
as Co-Syndication Agents

MIZUHO BANK, LTD., CANADA BRANCH,  
as Documentation Agent

and

THE FINANCIAL INSTITUTIONS LISTED  
ON THE SIGNATURE PAGES,  
as Banks

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**COMMITMENTS**

<b><u>Bank</u></b>	<b><u>Tranche A Commitment</u></b>	<b><u>Tranche B Commitment</u></b>
Canadian Imperial Bank of Commerce	\$160,000,000	\$160,000,000
Royal Bank of Canada	\$160,000,000	\$160,000,000
Bank of Montreal	\$160,000,000	\$160,000,000
MUFG Bank, Ltd., Canada Branch	\$125,000,000	\$125,000,000
The Toronto-Dominion Bank	\$125,000,000	\$125,000,000
Mizuho Bank, Ltd., Canada Branch	\$ 85,000,000	\$ 85,000,000
The Bank of Nova Scotia	\$ 85,000,000	\$ 85,000,000
National Bank of Canada	\$ 50,000,000	\$ 50,000,000
Sumitomo Mitsui Banking Corporation, Canada Branch	\$ 50,000,000	\$ 50,000,000