
**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): March 23, 2016

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

001-36111
(Commission
File Number)

California
(State or Other Jurisdiction
of Incorporation)

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)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On March 23, 2016, Honda Canada Finance Inc. (“HCFI”), a subsidiary of American Honda Finance Corporation (“AHFC”), amended (the “Third 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, Bank of Tokyo-Mitsubishi UFJ (Canada), as co-arranger and co-syndication agent, Bank of Montreal, as co-syndication agent, Royal Bank of Canada, as co-syndication agent, Mizuho Corporate Bank, Ltd., Canada Branch, as documentation agent (the “Second Amendment and Restatement”), as amended on June 30, 2014 (the “First Amendment”) and on March 13, 2015 (the “Second Amendment”); the Second Amendment and Restatement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, the “Credit Agreement”). A copy of the Second Amendment and Restatement was filed by AHFC as Exhibit 10.1 to its Form 8-K filed on March 27, 2014. A copy of the First Amendment was filed by AHFC as Exhibit 10.1 to its Form 8-K filed on July 2, 2014. A copy of the Second Amendment was filed by AHFC as Exhibit 10.1 to its Form 8-K filed on March 17, 2015.

Pursuant to the Credit Agreement, HCFI may borrow up to C\$800 million (\$578 million) on a one-year revolving basis (the “Tranche A Commitment”) and up to C\$800 million (\$578 million) on a five-year revolving basis (the “Tranche B Commitment”) and outstanding borrowings under the Credit Agreement are based on a prime rate plus an applicable margin, which is determined based on HCFI’s debt ratings.

The Third Amendment:

- extended the Tranche A commitment termination date from March 24, 2016 to March 24, 2017;
- extended the Tranche B commitment termination date from March 24, 2020 to March 24, 2021;
- added as a condition for the availability of Tranche B loans and drawings that all Tranche A commitments be fully drawn, with certain exceptions; and
- amended the date by which lenders must notify the administrative agent of their agreement to extend existing commitment termination dates.

Certain of the lenders party to the Credit Agreement, as well as certain of their respective affiliates, have performed, and may in the future perform, commercial banking, investment banking, underwriting and other financial advisory services for AHFC, HCFI and their respective affiliates, for which they have received, and will receive, customary fees and expenses.

The foregoing description of the Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Credit Agreement. A copy of the Third Amendment is included in this Form 8-K as Exhibit 10.1 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 1.3839 per U.S. dollar as of December 31, 2015.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth above under Item 1.01 is hereby incorporated by reference in its entirety in this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

**Exhibit
No.**

Description

10.1	Third Amendment, dated as of March 23, 2016, between HCFI and Canadian Imperial Bank of Commerce, as administrative agent, for and behalf of the banks party to the Credit Agreement.
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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 24, 2016

By: /s/ Paul C. Honda

Paul C. Honda

Vice President and Assistant Secretary

EXHIBIT INDEX

Exhibit No.

Description

10.1 Third Amendment, dated as of March 23, 2016, between HCFI and Canadian Imperial Bank of Commerce, as administrative agent, for and behalf of the banks party to the Credit Agreement.

THIRD AMENDMENT dated as of March 23, 2016 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 and a second amendment dated as of March 13, 2015, 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 that each of the Class A Commitment Termination Date and the Class B Commitment Termination Date be extended by one year, and the Lenders have agreed to each such extension.

NOW THEREFORE IT IS AGREED:

Section 1 Defined Terms.

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

Section 2 Amendments.

- (1) Section 1.1 of the Credit Agreement is hereby amended as follows:
 - (a) The definition of “Tranche A Commitment Termination Date” is amended by deleting “March 24, 2016” and replacing it with “March 24, 2017”; and
 - (b) The definition of “Tranche B Commitment Termination Date” is hereby amended by deleting “March 24, 2020” and replacing it with “March 24, 2021”.
- (2) Section 2.1 of the Credit Agreement is amended by inserting the following new Section 2.1(c) after the existing Section 2.1(b):

“ (c) The Borrower agrees that, except (x) to the extent the Tranche A Commitments have been terminated in accordance with this Agreement or (y) to the extent of the unfunded portion of the Tranche A Commitment of a Defaulting Bank that has failed to fund any portions of its Accommodations required to be funded hereunder in respect of its Tranche A Commitment: (i) the Tranche A Commitments shall be fully drawn at all times that there are any Tranche B Accommodations Outstanding and (ii) the Borrower shall not be entitled to any Tranche B Loans or Tranche B Drawings, and no Tranche B Loans or Tranche B Drawings may be outstanding, at any time that any amount of any Tranche A Commitment is unused. Nothing in this Section 2.1(c) shall restrict the Borrower’s right to request pursuant to Section 2.9(a) that the Commitments be increased (notwithstanding that there are Tranche B Accommodations Outstanding at the time of such request); provided that, immediately following any increase in the Tranche A Commitments, the Borrower prepays Tranche B Accommodations Outstanding with the proceeds of new Accommodations under the increased Tranche A Commitments such that the requirements of this Section 2.1(c) are satisfied.”

- (3) Section 2.11(a) of the Credit Agreement is amended by deleting “30 days prior to the Existing Commitment Termination Date of the applicable Class” where it appears in the fifth sentence of that Section and replacing it with “30 days prior to the relevant yearly anniversary date of the Effective Date”.

Section 3 Representations and Warranties.

To induce the Administrative Agent to enter into this Third 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 Third Amendment has been duly authorized by the Borrower by all necessary corporation action. This Third 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 Third 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 Reference to and Effect on the Credit Agreement.

Upon this Third 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 Third Amendment. Except as specifically amended by this Third Amendment, the Credit Agreement shall remain in full force and effect.

Section 5 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 Third Amendment and the other documents executed in connection herewith.

Section 6 Effectiveness.

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

- (a) duly executed signature pages for this Third 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, for the benefit of the Lenders, a commitment fee equal to 0.03% of the Tranche A Commitments and 0.04% of the Tranche B Commitments.

Section 7 Governing Law.

This Third 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 8 Counterparts.

This Third 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 Third Amendment by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Third Amendment by telecopier or electronic transmission shall be effective as delivery of a manually executed counterpart of this Third Amendment.

Section 9 Severability; Headings Descriptive.

In case any provision in or obligation under this Third 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 Third Amendment are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Third Amendment.

[Signatures appear on the following page]

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

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

By: /s/ Dave Jamieson

Name: Dave Jamieson

Title: Vice President, Secretary and Risk
Management Officer

By: /s/ Harald Ladewig

Name: Harald Ladewig

Title: Vice President, Treasurer and
Compliance Officer

Honda Third Amending Agreement – Signature Page

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

By: /s/ Raj Khanna

Name: Raj Khanna

Title: Executive Director

By: /s/ Matthew Reis

Name: Matthew Reis

Title: Director

Honda Third Amending Agreement – Signature Page

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

By: /s/ Raj Khanna

Name: Raj Khanna

Title: Executive Director

By: /s/ Matthew Reis

Name: Matthew Reis

Title: Director

Honda Third Amending Agreement – Signature Page

BANK OF MONTREAL, as a Bank

By: /s/ Robert H. Wright

Name: Robert H. Wright

Title: Director

Honda Third Amending Agreement – Signature Page

ROYAL BANK OF CANADA, as a Bank

By: /s/ Chris Cowan

Name: Chris Cowan

Title: Authorized Signatory

Honda Third Amending Agreement – Signature Page

THE TORONTO-DOMINION BANK, as a Bank

By: /s/ Savo Bozic

Name: Savo Bozic

Title: Authorized Signatory

Honda Third Amending Agreement – Signature Page

**BANK OF TOKYO-MITSUBISHI UFJ
(CANADA), as a Bank**

By: /s/ Tomohiko Fuchigami

Name: Tomohiko Fuchigami

Title: Director

Honda Third Amending Agreement – Signature Page

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

By: /s/ Howard Bennett

Name: Howard Bennett

Title: Joint General Manager

Honda Third Amending Agreement – Signature Page