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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 5, 2015**

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

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**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)

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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))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On March 5, 2015, American Honda Finance Corporation (“AHFC”) entered into the First Amendment to Credit Agreement (the “First Amendment”), among AHFC, the lenders party thereto and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other agents party thereto, amending its \$3,500,000,000 five year unsecured revolving credit facility under its Five Year Credit Agreement, dated as of March 7, 2014 (the “Five Year Credit Agreement”). A copy of the Five Year Credit Agreement was filed by AHFC as Exhibit 10.2 to its Form 8-K on March 11, 2014.

The First Amendment extends the commitment termination date of the Five Year Credit Agreement from March 7, 2019 to March 7, 2020 (the “Five Year Credit Agreement Termination Date”).

Certain of the lenders party to the Five Year 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 and its affiliates, for which they have received, and will receive, customary fees and expenses.

The foregoing description of the First Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement. A copy of the First Amendment is included in this Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

**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 and below under Item 8.01 is hereby incorporated by reference in its entirety in this Item 2.03.

**Item 8.01 Other Events.**

AHFC also announced on March 5, 2015 that it received extension letters (the “Extension Letters”) agreeing to extend the commitment termination date of its \$3,500,000,000 364 day unsecured revolving credit facility under its 364 Day Credit Agreement, dated as of March 7, 2014 (as amended by the Extension Letters, the “364 Day Credit Agreement”), among AHFC, the lenders party thereto and the Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other agents party thereto. A copy of the 364 Day Credit Agreement was filed by AHFC as Exhibit 10.1 to its Form 8-K on March 11, 2014.

The Extension Letters extend the commitment termination date of the 364 Day Credit Agreement from March 6, 2015 to March 4, 2016 (the “364 Day Credit Agreement Termination Date”).

Certain of the lenders party to the 364 Day 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 and its affiliates, for which they have received, and will receive, customary fees and expenses.

The foregoing description of the Extension Letters does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement. A copy of the Extension Letters is included in this Form 8-K as Exhibit 10.2 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Credit Agreement dated as of March 5, 2015, among American Honda Finance Corporation, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other agents party thereto.
10.2	Extension Letters to the 364 Day Credit Agreement among American Honda Finance Corporation, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other agents party thereto.

## 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 9, 2015

By: /s/ Paul C. Honda

Paul C. Honda

Vice President and Assistant Secretary

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Credit Agreement dated as of March 5, 2015, among American Honda Finance Corporation, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other agents party thereto.
10.2	Extension Letters to the 364 Day Credit Agreement among American Honda Finance Corporation, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other agents party thereto.

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT, dated as of March 5, 2015 (this "Amendment"), is among AMERICAN HONDA FINANCE CORPORATION, (the "Borrower") the banks party hereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other agents party hereto. Terms defined in the Credit Agreement (as defined below) are, unless otherwise defined herein or the context otherwise requires, used herein as defined therein.

WHEREAS, the Borrower, the Banks and the Administrative Agent are parties to that certain \$3,500,000,000 Five Year Credit Agreement dated as of March 7, 2014 (the "Credit Agreement") and wish to amend the Credit Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION 1. AMENDMENTS TO CREDIT AGREEMENT. Effective as of the Amendment Effective Date (as hereinafter defined), the Credit Agreement is hereby amended as follows:

1.1 Amendment to Section 1. Section 1.1 is hereby amended by deleting the definition of "Commitment Termination Date" therein in its entirety and replacing it with the following in lieu thereof:

“Commitment Termination Date” shall mean, subject in all cases, to the date the Commitments or this Agreement are cancelled or terminated pursuant to the terms hereof, the later of (a) March 7, 2020 and (b) if maturity is extended upon the request of the Borrower pursuant to Section 2.8(a), such extended maturity date as determined pursuant to such Section; provided, that with respect to any Non-Extending Bank, Commitment Termination Date shall mean the later of (x) March 7, 2020 and (y) only if such Non-Extending Bank extended the maturity of its Commitments for one year pursuant to Section 2.8, such extended maturity date determined pursuant to such Section; provided, further, that if the Commitment Termination Date is not a Business Day, the Commitment Termination Date shall be the immediately preceding Business Day.”

1.2 Amendment to Section 2. Section 2.8 is hereby amended by deleting Section 2.8(a) in its entirety and replacing it with the following in lieu thereof:

“(a) Requests for Extension. The Borrower may, by notice to the Administrative Agent (who shall promptly notify the Banks) not earlier than 90 days but not later than 60 days prior to any anniversary hereof (a "Loan Anniversary"), request that each Bank extend such Bank's Commitment Termination Date for an additional one year from the Commitment Termination Date then in effect hereunder (the "Existing Termination Date"); provided, that in no event shall the Commitment Termination Date be extended beyond March 7, 2022.”

SECTION 2. CONDITIONS PRECEDENT. This Amendment shall become effective on the date (the “Amendment Effective Date”) when the Administrative Agent shall have received the following each of which shall be satisfactory in form and substance to the Administrative Agent:

(a) this Amendment, duly executed by each of the Borrower, the Banks and the Administrative Agent;

(b) Authorized Officer’s Certificate for the Borrower, together with, copies of the articles of incorporation, by-laws (or, in the alternative and as applicable, a certification from an Authorized Officer that any such articles of incorporation and/or by-laws previously delivered to the Administrative Agent has not been further amended, modified, rescinded or revoked since the date of delivery thereof to the Administrative Agent) and resolutions of the Borrower. Such certificate shall also specify each of the officers who is authorized to sign this Amendment on behalf of the Borrower (including a specimen signature of such officers).

(c) a certificate dated as of the date hereof and certified by an Authorized Officer of the Borrower that states that (i) the HMC Support Agreement has not been amended, supplemented or otherwise modified since the last delivery of an executed copy of the HMC Support Agreement or any amendment or modification thereof pursuant to Section 9.11 of the Credit Agreement and (ii) that the Borrower is not in the process of amending, supplementing or otherwise modifying the HMC Support Agreement

(d) a certificate signed by an Authorized Officer of Borrower certifying that as of the Amendment Effective Date (i) the representations and warranties of the Borrower contained in Section 8 of the Credit Agreement, as amended hereby, are true and correct in all material respects (except, if a qualifier relating to materiality, Material Adverse Effect or a similar concept applies to any such representation or warranty, such representation or warranty is true and correct in all respects) on and as of the Amendment Effective Date and after giving effect thereto, as though made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date), (ii) the Borrower is in compliance with all of the terms and provisions of the Credit Documents and no Default has occurred and is continuing or will result from the execution and delivery or effectiveness of this Amendment, and (iii) no material adverse change has occurred since March 31, 2014, in the business, operations or financial condition of the Borrower and the Subsidiaries, taken as whole, or in the facts and information regarding such entities as represented to date;

(e) a favorable opinion of one or more legal counsel to the Borrower, addressed to each Bank, in form and substance reasonably satisfactory to each Bank; and

(f) from the Borrower all fees required to be paid, and all expenses for which invoices have been presented, on or before the date hereof.

SECTION 3. REPRESENTATIONS AND WARRANTIES. To induce the Banks to enter into this Amendment, the Borrower hereby represents and warrants to the Banks and the Administrative Agent as follows:

3.1 Due Authorization, Non-Contravention, etc. The execution, delivery and performance by the Borrower of this Amendment have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of the Borrower's organization documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any law.

3.2 No Consents. No consent, approval, authorization, order or decree of, or notice to or filing with, any Governmental Authority is required for the consummation of the transactions contemplated by this Amendment, except for such informational filings as may be required under applicable securities laws.

3.3 Validity, etc. This Amendment has been duly executed and delivered by the Borrower. This Amendment constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.

3.4 No Default. No Default has occurred and is continuing or will result from the execution and delivery or effectiveness of this Amendment.

3.5 Representations and Warranties. The representations and warranties of the Borrower contained in Section 8 of the Credit Agreement (as amended hereby) and in the other Credit Documents are true and correct in all material respects (except, if a qualifier relating to materiality, Material Adverse Effect or a similar concept applies to any such representation or warranty, such representation or warranty is true and correct in all respects) on and as of the Amendment Effective Date and after giving effect thereto, as though made on and as of the Amendment Effective Date, with the same effect as though made on 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).

#### SECTION 4. MISCELLANEOUS.

4.1 Continuing Effectiveness, etc. This Amendment shall be deemed to be an amendment to the Credit Agreement, and the Credit Agreement, as amended hereby, and all other Credit Documents shall remain in full force and effect and each is hereby ratified, approved and confirmed in each and every respect. After the effectiveness of this Amendment in accordance with its terms, all references to the Credit Agreement in the Credit Documents or in any other document, instrument, agreement or writing shall be deemed to refer to the Credit Agreement as amended hereby.

4.2 Payment of Costs and Expenses. The Borrower agrees to pay on demand all out-of-pocket costs and expenses of the Administrative Agent (including the reasonable fees and disbursements of counsel to the Administrative Agent) in connection with the negotiation, preparation, execution and delivery of this Amendment.

4.3 Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Amendment or affecting the validity or enforceability of such provision in any other jurisdiction.

4.4 Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

4.5 Execution in Counterparts. This Amendment may be executed by the parties hereto in several counterparts (and by different parties hereto in different counterparts), each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed signature page of this Amendment by facsimile transmission or electronic “.pdf” file shall be effective as delivery of a manually executed counterpart hereof.

4.6 Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4.7 Successors and Assigns. Subject to any restrictions on assignment contained in the Credit Agreement, the Credit Agreement and this Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[Signatures follow]*



IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment to Credit Agreement as of the date first set forth above.

**AMERICAN HONDA FINANCE CORPORATION**

By: /s/ Shinji Kubaru  
Name: Shinji Kubaru  
Title: Vice President and Treasurer

[Signature Page to First Amendment to Credit Agreement]

**THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,**  
as Administrative Agent and as Auction Agent

By: /s/ Lawrence Blat  
Name: Lawrence Blat  
Title: Authorized Signatory

**THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,**  
as a Bank

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to First Amendment to Credit Agreement]

**THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,**  
as Administrative Agent and as Auction Agent

By: \_\_\_\_\_  
Name:  
Title:

**THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,**  
as a Bank

By: /s/ Minoru Hagio  
Name: Minoru Hagio  
Title: Managing Director

[Signature Page to First Amendment to Credit Agreement]

**JPMORGAN CHASE BANK, N.A.,**  
as a Bank

By: /s/ Matthew C. Swickhamer

Name: Matthew C. Swickhamer

Title: Vice President

[Signature Page to First Amendment to Credit Agreement]

**BANK OF AMERICA, N.A.,**  
as a Bank

By: /s/ Prathamesh Kshirsagar  
Name: Prathamesh Kshirsagar  
Title: Assistant Vice President

[Signature Page to First Amendment to Credit Agreement]

**BARCLAYS BANK PLC,**  
as a Bank

By: /s/ Marguerite Sutton

Name: Marguerite Sutton

Title: Vice President

[Signature Page to First Amendment to Credit Agreement]

**BNP PARIBAS,**  
as a Bank

By: /s/ Christopher Sked  
Name: Christopher Sked  
Title: Managing Director

**BNP PARIBAS,**  
as a Bank

By: /s/ Nicole Rodriguez  
Name: Nicole Rodriguez  
Title: Vice President

[Signature Page to First Amendment to Credit Agreement]

**CITIBANK, N.A.,**  
as a Bank

By: /s/ Brian Ike  
Name: Brian Ike  
Title: Vice President

[Signature Page to First Amendment to Credit Agreement]



**DEUTSCHE BANK AG NEW YORK BRANCH,**  
as a Bank

By: /s/ Virginia Cosenza  
Name: Virginia Cosenza  
Title: Vice President

By: /s/ Heidi Sandquist  
Name: Heidi Sandquist  
Title: Director

[Signature Page to First Amendment to Credit Agreement]

**MIZUHO BANK, LTD., LOS ANGELES BRANCH,**  
as a Bank

By: /s/ Naoaki Saito  
Name: Naoaki Saito  
Title: Joint General Manager

[Signature Page to First Amendment to Credit Agreement]

**SOCIÉTÉ GÉNÉRALE,**  
as a Bank

By: /s/ Yao Wang  
Name: Yao Wang  
Title: Director

[Signature Page to First Amendment to Credit Agreement]

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

By: /s/ Hiroyuki Suzuki

Name: Hiroyuki Suzuki

Title Executive Director

[Signature Page to First Amendment to Credit Agreement]

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as a Bank

By: /s/ Mark H. Halldorson

Name: Mark H. Halldorson

Title: Director

[Signature Page to First Amendment to Credit Agreement]

**LLOYDS BANK PLC,**  
as a Bank

By: /s/ Stephen Giacolone  
Name: Stephen Giacolone  
Title: Assistant Vice President  
G011

By: /s/ Julia Franklin  
Name: Julia Franklin  
Title: Vice President  
F014

[Signature Page to First Amendment to Credit Agreement]

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

By: /s/ Edward D. Herko

Name: Edward D. Herko

Title: Authorized Signatory

[Signature Page to First Amendment to Credit Agreement]

**THE TORONTO DOMINION BANK, NEW YORK  
BRANCH, as a Bank**

By: /s/ Robyn Zeller

Name: Robyn Zeller

Title: Senior Vice President

[Signature Page to First Amendment to Credit Agreement]



**U.S. BANK NATIONAL ASSOCIATION,**  
as a Bank

By: /s/ Jeff Benedix  
Name: Jeff Benedix  
Title: Vice President

[Signature Page to First Amendment to Credit Agreement]

**HSBC BANK USA, N.A.,**  
as a Bank

By: /s/ Christopher Samms  
Name: Christopher Samms  
Title: Senior Vice President, #9426

[Signature Page to First Amendment to Credit Agreement]

**mitsubishi UFJ TRUST AND BANKING  
CORPORATION NEW YORK BRANCH,**  
as a Bank

By: /s/ Makoto Takeda

Name: Makoto Takeda

Title: Senior Vice President

[Signature Page to First Amendment to Credit Agreement]

**THE NORINCHUKIN BANK, NEW YORK BRANCH,**  
as a Bank

By: /s/ Kazuro Tanaka  
Name: Kazuro Tanaka  
Title Joint General Manager

[Signature Page to First Amendment to Credit Agreement]

**THE BANK OF NEW YORK MELLON,**  
as a Bank

By: /s/ John T. Smathers

Name: John T. Smathers

Title: First Vice President

[Signature Page to First Amendment to Credit Agreement]

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

Reference is made to the \$3,500,000,000 364 Day Credit Agreement dated as of March 7, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among American Honda Finance Corporation, as Borrower, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other Agents party thereto. Undefined capitalized terms have the meanings set forth therefor in the Credit Agreement.

Pursuant to Section 2.8 of the Credit Agreement and subject to the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

Very truly yours,

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By: /s/ Minoru Hagio

Name: Minoru Hagio

Title: Managing Director

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

Reference is made to the \$3,500,000,000 364 Day Credit Agreement dated as of March 7, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among American Honda Finance Corporation, as Borrower, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other Agents party thereto. Undefined capitalized terms have the meanings set forth therefor in the Credit Agreement.

Pursuant to Section 2.8 of the Credit Agreement and subject to the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

Very truly yours,

BANK OF AMERICA, N.A

By: /s/ Prathamesh Kshirsagar

Name: Prathamesh Kshirsagar

Title: Assistant Vice President

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

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Pursuant to Section 2.8 of the Credit Agreement and subject to the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

Very truly yours,

THE BANK OF NEW YORK MELLON

By: /s/ John T. Smathers

Name: John T. Smathers

Title: First Vice President



January 20, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

Reference is made to the \$3,500,000,000 364 Day Credit Agreement dated as of March 7, 2014 (as amended, supplemented or otherwise modified from time to time, the Credit Agreement”) among American Honda Finance Corporation, as Borrower, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other Agents party thereto. Undefined capitalized terms have the meanings set forth therefor in the Credit Agreement.

Pursuant to Section 2.8 of the Credit Agreement and subject to the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

Very truly yours,

BARCLAYS BANK PLC

By: /s/ Ronnie Glenn

Name: Ronnie Glenn  
Title: Vice President

January 20, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

Reference is made to the \$3,500,000,000 364 Day Credit Agreement dated as of March 7, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among American Honda Finance Corporation, as Borrower, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other Agents party thereto. Undefined capitalized terms have the meanings set forth therefor in the Credit Agreement.

Pursuant to Section 2.8 of the Credit Agreement and subject to the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

Very truly yours,

BNP PARIBAS

By: /s/ Christopher Sked

Name: CHRISTOPHER SKED

Title: Managing Director

By: /s/ Nicole Rodriguez

Name: Nicole Rodriguez

Title: Vice President

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

Reference is made to the \$3,500,000,000 364 Day Credit Agreement dated as of March 7, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among American Honda Finance Corporation, as Borrower, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other Agents party thereto. Undefined capitalized terms have the meanings set forth therefor in the Credit Agreement.

Pursuant to Section 2.8 of the Credit Agreement and subject to the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

Very truly yours,

Citibank, N.A.

By: /s/ Brian Ike

Name: Brian Ike

Title: Vice President

DEUTSCHE BANK AG NEW YORK BRANCH  
60 Wall Street  
New York, New York 10005-2858

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

Reference is made to the \$3,500,000,000 364 Day Credit Agreement dated as of March 7, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among American Honda Finance Corporation, as Borrower, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other Agents party thereto. Undefined capitalized terms have the meanings set forth therefor in the Credit Agreement.

Pursuant to Section 2.8 of the Credit Agreement and subject to the satisfaction of the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Very truly yours,

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Virginia Cosenza

Name: Virginia Cosenza  
Title: Vice President

By: /s/ Heidi Sandquist

Name: Heidi Sandquist  
Title: Director

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

Reference is made to the \$3,500,000,000 364 Day Credit Agreement dated as of March 7, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among American Honda Finance Corporation, as Borrower, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other Agents party thereto. Undefined capitalized terms have the meanings set forth therefor in the Credit Agreement.

Pursuant to Section 2.8 of the Credit Agreement and subject to the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

Very truly yours,

HSBC Bank USA, National Association

By: /s/ Christopher Samms

Name: Christopher Samms

Title: Senior Vice President #9426

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

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Pursuant to Section 2.8 of the Credit Agreement and subject to the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

Very truly yours,

JPMORGAN CHASE BANK, N.A.,

By: /s/ Matthew C Swickhamer

Name: MATTHEW C SWICKHAMER

Title: VICE PRESIDENT

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

Reference is made to the \$3,500,000,000 364 Day Credit Agreement dated as of March 7, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among American Honda Finance Corporation, as Borrower, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other Agents party thereto. Undefined capitalized terms have the meanings set forth therefor in the Credit Agreement.

Pursuant to Section 2.8 of the Credit Agreement and subject to the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

Very truly yours,

**LLOYDS BANK PLC,**

By: /s/ Stephen Giacolone

Name: Stephen Giacolone  
Title: Assistant Vice President  
G011

By: /s/ Julia Franklin

Name: Julia Franklin  
Title: Vice President  
F014



**Mitsubishi UFJ Trust and Banking Corporation**  
**New York Branch**  
520 Madison Avenue, 25th Floor  
New York NY 10022  
T: 1-212-838-7700  
F: 1-212-755-2349

February 27, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

Reference is made to the \$3,500,000,000 364 Day Credit Agreement dated as of March 7, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among American Honda Finance Corporation, as Borrower, the banks party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent and the other Agents party thereto. Undefined capitalized terms have the meanings set forth therefor in the Credit Agreement.

Pursuant to Section 2.8 of the Credit Agreement and subject to the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

Very truly yours,

Mitsubishi UFJ Trust and Banking Corporation

By: /s/ Makoto Takeda

Name: Makoto Takeda

Title: Senior Vice President

A member of MUFG, a global financial group





**Mizuho Bank, Ltd.**

Los Angeles Branch  
350 South Grand Avenue, Suite 1500  
Los Angeles, California 90071  
TEL: 213-243-4500  
FAX: 213-243-4505

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

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Very truly yours,

Mizuho Bank, Ltd., Los Angeles Branch

By: /s/ Naoaki Saito

Name: Naoaki Saito

Title: Joint General Manager

**One MIZUHO**  
Building the future with you

January 23, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

Ladies and Gentlemen:

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Very truly yours,

The Norinchukin Bank, New York Branch

By: /s/ Kenichi Sugita

Name: Kenichi Sugita

Title: General Manager

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
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Very truly yours,

ROYAL BANK OF CANADA

By: /s/ Edward D. Herko

Name: Edward D. Herko

Title: Authorized Signatory

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

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Very truly yours,

SOCIÉTÉ GÉNÉRALE

By: /s/ Yao Wang

\_\_\_\_\_  
Name: Yao Wang

Title: Director

SUMITOMO MITSUI  
BANKING CORPORATION

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SMBC

Los Angeles Branch  
601 South Figueroa Street  
Suite 1800  
Los Angeles, CA 90017  
Tel: (213) 452-7800  
Fax: (213) 623-6832

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

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Very truly yours,

Sumitomo Mitsui Banking Corporation

By: /s/ Hiroyuki Suzuki

Name: Hiroyuki Suzuki

Title: Executive Director

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

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Very truly yours,

The Toronto-Dominion Bank, New York Branch

By: /s/ Robyn Zeller

Name: Robyn Zeller

Title: Senior Vice President

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: Lawrence Blat

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Pursuant to Section 2.8 of the Credit Agreement and subject to the conditions thereof, the undersigned hereby consents to the request of the Borrower that the Commitment Termination Date be extended to March 4, 2016.

Very truly yours,

U.S. Bank National Association

By: /s/ Jeff Benedix

Name: Jeff Benedix

Title: Vice President



Corporate Banking Group  
MAC N9305-077  
90 S. 7th Street  
Minneapolis, MN 55402  
wellsfargo.com

March 2, 2015

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
as Administrative Agent  
1251 Avenue of the Americas  
New York, NY 10020-1104  
Attention: Lawrence Blat

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Very truly yours,

Wells Fargo Bank, National Association

/s/ Mark H. Halldorson

Name: Mark H. Halldorson  
Title: Director

