

---

---

**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 25, 2026**

---

**AMERICAN HONDA FINANCE CORPORATION**

(Exact Name of Registrant as Specified in Its Charter)

---

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

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

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

**1919 Torrance Blvd.,  
Torrance, California**  
(Address of Principal Executive Offices)

**90501**  
(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))

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

<u>Title of Each Class</u>	<u>Trading symbol(s)</u>	<u>Name of each exchange on which registered</u>
0.750% Medium-Term Notes, Series A Due November 25, 2026	HMC/26A	New York Stock Exchange
3.500% Medium-Term Notes, Series A Due April 24, 2026	HMC/26F	New York Stock Exchange
Floating Rate Medium-Term Notes, Series A Due April 29, 2026	HMC/26G	New York Stock Exchange

Floating Rate Medium-Term Notes, Series A Due May 29, 2026	HMC/261	New York Stock Exchange
1.500% Medium-Term Notes, Series A Due October 19, 2027	HMC/27A	New York Stock Exchange
3.750% Medium-Term Notes, Series A Due October 25, 2027	HMC/27B	New York Stock Exchange
Floating Rate Medium-Term Notes, Series A Due May 28, 2027	HMC/27F	New York Stock Exchange
0.300% Medium-Term Notes, Series A Due July 7, 2028	HMC/28A	New York Stock Exchange
2.850% Medium-Term Notes, Series A Due June 27, 2028	HMC/28G	New York Stock Exchange
3.300% Medium-Term Notes, Series A Due March 21, 2029	HMC/29C	New York Stock Exchange
5.600% Medium-Term Notes, Series A Due September 6, 2030	HMC/30A	New York Stock Exchange
3.650% Medium-Term Notes, Series A Due April 23, 2031	HMC/31B	New York Stock Exchange
3.500% Medium-Term Notes, Series A Due June 27, 2031	HMC/31D	New York Stock Exchange
5.050% Medium-Term Notes, Series A Due August 20, 2031	HMC/31E	New York Stock Exchange
3.950% Medium-Term Notes, Series A Due March 19, 2032	HMC/32	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:

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

Effective March 25, 2026, Honda Canada Finance Inc. (“HCFI”), a subsidiary of American Honda Finance Corporation (“AHFC”), amended (the “Second Amendment”) its C\$2,000,000,000 (\$1,455,498,144.20) Third Amended and Restated Credit Agreement, dated March 25, 2024, 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 joint bookrunner and 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, and Mizuho Bank, Ltd., Canada Branch, as documentation agent (the “Third Amendment and Restatement”), as amended on March 25, 2025 (the “First Amendment” and the Third Amendment and Restatement, as amended by the First Amendment and the Second Amendment, the “Credit Agreement”).

The Second Amendment, among other things:

- extended the commitment termination date of Tranche A, which enables HCFI to borrow up to C\$1,000,000,000 (\$727,749,072.12), from March 25, 2026 to March 25, 2027;
- extended the commitment termination date of Tranche B, which enables HCFI to borrow up to C\$1,000,000,000 (\$727,749,072.12), from March 25, 2027 to March 25, 2029;
- amended Section 2.11(a) of the Credit Agreement to permit the Existing Commitment Termination Date of the Tranche B Commitments to be extended, upon request of HCFI, to a date which is a whole number of years up to three after the Existing Commitment Termination Date of the Tranche B Commitments; and
- deleted each reference to “March 31, 2024” in Section 8.4 of the Credit Agreement and replaced it with “March 31, 2025”.

The foregoing description of the Second Amendment is qualified in its entirety by reference to the complete text of such Second 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 1.3741 per U.S. dollar as of March 23, 2026.

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

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	<a href="#"><u>Second Amendment, dated as of March 25, 2026, between HCFI and Canadian Imperial Bank of Commerce, as administrative agent, for an on behalf of the banks party to the Credit Agreement.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**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 26, 2026

By: /s/ Paul C. Honda  
Paul C. Honda  
Vice President and Treasurer

SECOND AMENDMENT dated as of March 25, 2026 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, a sixth amendment dated as of March 12, 2019, a seventh amendment dated as of March 19, 2020, an eighth amendment dated as of March 15, 2021, a ninth amendment dated as of March 21, 2022, and a tenth amendment dated as of March 20, 2023, and as further amended and restated pursuant to a third amended and restated credit agreement dated as of March 25, 2024, as amended pursuant to a first amendment dated as of March 25, 2025, collectively, the “**Credit Agreement**”); and

WHEREAS the Borrower has requested that each of the Tranche A Commitment Termination Date and the Tranche B Commitment Termination Date be extended, and the Banks have agreed to such extension on the terms and conditions set out herein.

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 definition of “Tranche A Commitment Termination Date” in Section 1.1 of the Credit Agreement is hereby amended by deleting “March 25, 2026” and replacing it with “March 25, 2027”.
- (2) The definition of “Tranche B Commitment Termination Date” in Section 1.1 of the Credit Agreement is hereby amended by deleting “March 25, 2027” and replacing it with “March 25, 2029”.
- (3) The first sentence of Section 2.11(a) of the Credit Agreement is hereby deleted and replaced with the following:

The Borrower may, by notice once a year to the Administrative Agent in substantially the form of Exhibit “J” hereto, request that the then existing Commitment Termination Date of a Class (as applicable, the “**Existing Commitment Termination Date**”) be extended to a date which is (i) in the case of the Tranche A Commitment Termination Date, one year after the Existing Commitment Termination Date of such Class (the “**New Tranche A Commitment Termination Date**”) or (ii) in the case of the Tranche B Commitment Termination Date, a whole number of years up to three after the Existing Commitment Termination Date of such Class (the “**New Tranche B Commitment Termination Date**”), provided that the Borrower shall not be entitled to request a New Tranche B Commitment Termination Date that is more than three years after March 25 of the year such request is made.
- (4) Section 8.4 of the Credit Agreement is hereby amended by deleting each reference to “March 31, 2024” and replacing it with “March 31, 2025”.

- (5) Exhibit “J” of the Credit Agreement is hereby deleted and replaced with the Exhibit “J” attached hereto.

**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 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 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 Amendment and the other documents executed in connection herewith.

**Section 6 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); and
- (c) the Administrative Agent shall have received, for the benefit of the Banks, a commitment fee equal to 0.005% of the Tranche A Commitments and 0.03% per annum (for a total of 0.06%) of the Tranche B Commitments.

**Section 7 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 8 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 9 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/ Taketo Mori

Name: Taketo Mori

Title: VP, Treasurer and Compliance Officer

By: /s/ Steve Hui

Name: Steve Hui

Title: VP, Financial Service Division & Risk  
Management Officer

*Honda Second Amending Agreement to TARCA – Signature Page*

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

By: /s/ Matthew Reis

Name: Matthew Reis

Title: Managing Director

By: /s/ Paula Reimann

Name: Paula Reimann

Title: Director

*Honda Second Amending Agreement to TARCA – Signature Page*

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

By: /s/ Matthew Reis

Name: Matthew Reis

Title: Managing Director

By: /s/ Paula Reimann

Name: Paula Reimann

Title: Director

*Honda Second Amending Agreement to TARCA – Signature Page*

**BANK OF MONTREAL, as a Bank**

By: /s/ Matthew Brink \_\_\_\_\_

Name: Matthew Brink

Title: Director

*Honda Second Amending Agreement to TARCA – Signature Page*

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

By: /s/ Lauren Iantomasi \_\_\_\_\_

Name: Lauren Iantomasi

Title: Authorized Signatory

By: /s/ Chris Cowan \_\_\_\_\_

Name: Chris Cowan

Title: Authorized Signatory

*Honda Second Amending Agreement to TARCA – Signature Page*

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

By: /s/ David Perlman \_\_\_\_\_

Name: David Perlman

Title: Authorized Signatory

*Honda Second Amending Agreement to TARCA – Signature Page*

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

By: /s/ Takuya Hirai

Name: Takuya Hirai

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

*Honda Second Amending Agreement to TARCA – Signature Page*

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

By: /s/ Koichi Sakamoto

Name: Koichi Sakamoto

Title: Managing Director & Country Head, Canada

*Honda Second Amending Agreement to TARCA – Signature Page*

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

By: /s/ Troy Washington

Name: Troy Washington

Title: Managing Director

*Honda Second Amending Agreement to TARCA – Signature Page*

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

By: /s/ Jamie Davis

Name: Jamie Davis

Title: Managing Director

By: /s/ David Torrey

Name: David Torrey

Title: Managing Director & Head of CCM

*Honda Second Amending Agreement to TARCA – Signature Page*

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

By: /s/ Tetsuya Endo

Name: Tetsuya Endo

Title: Executive Director, Head of Japanese &  
Corporate Banking

*Honda Second Amending Agreement to TARCA – Signature Page*

**FORM OF EXTENSION REQUEST**

[Date]

Canadian Imperial Bank of Commerce, as Administrative Agent  
Infrastructure/Technology, Infrastructure and Innovation  
595 Bay Street, CPS-7<sup>th</sup> Floor  
Toronto, Ontario M5G 2C2

Attention: Global Agent Administration Services  
Email: mailbox.cibcagencyintake@cibc.com

Ladies and Gentlemen:

Reference is made to the \$2,000,000,000 third amended and restated credit agreement dated as of March 25, 2024 (as may be further amended, supplemented, restated or amended and restated from time to time, the "**Credit Agreement**") among Honda Canada Finance Inc., as Borrower, the Banks party thereto, Canadian Imperial Bank of Commerce, as Administrative Agent, and the other Agents party thereto. Undefined capitalized terms used herein have the meanings set forth therefor in the Credit Agreement.

The undersigned hereby requests, pursuant to Section 2.11 of the Credit Agreement, the consent required thereunder from the Banks to extend **[the current Tranche A Commitment Termination Date to a date which is one year after the current Tranche A Commitment Termination Date [/and] the current Tranche B Commitment Termination Date to a date which is [•] year[s]<sup>1</sup> after the current Tranche B Commitment Termination Date]**.

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

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

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

<sup>1</sup> To be a whole number of years up to three, provided such request does not result in a New Tranche B Commitment Termination Date that is more than three years after March 25 of the year such request is made.