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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):

January 30, 2015

UGI Corporation

(Exact name of registrant as specified in its charter)

Pennsylvania

1-11071

23-2668356

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(I.R.S. Employer  
Identification No.)

460 No.Gulph Road, King of Prussia, Pennsylvania

19406

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

610 337-1000

Not Applicable

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 January 30, 2015, UGI International Enterprises, Inc. (the "Company"), an indirect wholly owned subsidiary of UGI Corporation (the "Registrant"), entered into a Senior Secured Bridge Facility Amendment Letter (the "Bridge Facility Amendment") to the Senior Secured Bridge Facility Agreement (the "Bridge Facility Agreement"), by and among the Company, as borrower, Credit Suisse AG, London Branch, Bank of America Merrill Lynch International Limited and Natixis, New York Branch, as mandated lead arrangers, and Credit Suisse AG, Cayman Island Branch, as agent and security agent. The Bridge Facility Amendment (i) extends the period during which loans may be made available under the Bridge Facility Agreement to the earliest of (1) the closing of the Acquisition (as defined herein) and (2) April 30, 2015; and (ii) increases the interest rate on any loans under the Bridge Facility Agreement to no greater than (1) 7.25%, if high yield notes issued or to be issued by the Company or one of its affiliates or related companies have been rated by Moody's and such rating is Ba3 or higher (with a stable outlook or better) and by Fitch and such rating is BB- or higher (with a stable outlook or better); or (2) 9.00% if the ratings thresholds referred to in (1) above have not been met.

The underlying Bridge Facility Agreement, as amended, provides for a €300 million senior secured bridge term loan facility (the "Bridge Facility") to provide financing, if necessary, to fund a portion of the consideration payable with respect to the previously announced proposed acquisition by the Company's indirect wholly-owned French subsidiary, UGI Bordeaux Holding, of Total's liquefied petroleum gas distribution business in France (the "Acquisition"). The terms of the Bridge Facility Agreement were described in the Registrant's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on October 23, 2014.

The lenders under the Bridge Facility, or their affiliates, have in the past, and may in the future, provide the Company, the Registrant and their respective affiliates with commercial banking, investment banking, advisory or other financial services for which they have received, and in the future may receive, customary compensation.

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

The disclosure required by this item is included in Item 1.01 above and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

10.1 Letter of Amendment dated as of January 30, 2015 to Senior Secured Bridge Facility Agreement dated as of October 17, 2014 by and between UGI International Enterprises, Inc., as borrower, Credit Suisse AG, London Branch, Bank of America Merrill Lynch International Limited and Natixis, New York Branch, as mandated lead arrangers, and Credit Suisse AG, Cayman Island Branch, as agent and security agent.

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**SIGNATURES**

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

UGI Corporation

*February 5, 2015*

*By: /s/ Kirk R. Oliver*

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*Name: Kirk R. Oliver*

*Title: Chief Financial Officer*

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## Exhibit Index

Exhibit No.	Description
10.1	Letter of Amendment dated as of January 30, 2015 to Senior Secured Bridge Facility Agreement dated as of October 17, 2014 by and between UGI International Enterprises, Inc., as borrower, Credit Suisse AG, London Branch, Bank of America Merrill Lynch International Limited and Natixis, New York Branch, as mandated lead arrangers, and Credit Suisse AG, Cayman Island Branch, as agent and security agent.

# Senior Secured Bridge Facility Amendment Letter

UGI International Enterprises, Inc.  
460 North Gulph Road  
King of Prussia  
Pennsylvania 19406

30 January 2015

Dear Sirs,

**Senior secured bridge facility agreement (the “Bridge Facility Agreement”) dated 17 October 2014 between, amongst others, (1) UGI International Enterprises, Inc. as Borrower (2) Credit Suisse AG, London Branch, Bank of America Merrill Lynch International Limited and Natixis, New York Branch as Mandated Lead Arrangers (3) Credit Suisse AG, Cayman Island Branch as Agent and (4) Credit Suisse AG, Cayman Island Branch as Security Agent (each as defined therein).**

We refer to the Bridge Facility Agreement.

Unless otherwise specified herein, terms defined or construed in the Bridge Facility Agreement shall have the same meaning and construction when used in this letter. Unless otherwise stated, references in this letter to Clauses are references to clauses of the Bridge Facility Agreement.

You have requested certain amendments to the Bridge Facility Agreement. Pursuant to Clause 35.2(a) (*Required consents*) of the Bridge Facility Agreement we are pleased to inform you that the consent of the Majority Lenders has been obtained and is hereby given to amend the Bridge Facility Agreement as set out in the Schedule to this letter.

In consideration of the granting of the aforementioned consent, you agree to pay (or procure be paid) to the Agent (for the account of the Lenders, to be allocated pro rata to their Commitments) a fee of EUR [\_\_\_] payable on the date falling five Business Days following the date of this Amendment Letter.

By countersigning this letter, the Parent Guarantor hereby represents, warrants and confirms to and for the benefit of each Finance Party that:

- (a) its guarantee of the obligations and liabilities of the other Obligor to the Finance Parties on the terms of the UGI Guarantee extends where it purports to do so to the liabilities and obligations of the Obligor to the Finance Parties under the Bridge Facility Agreement as amended by this Amendment Letter; and
- (b) the UGI Guarantee continues in full force and effect in accordance with its terms notwithstanding the Amendment Letter and the amendments to the Finance Documents contemplated by it.

Clauses 31 (*Notices*), 33 (*Partial Invalidity*), 38 (*Counterparts*) and 40 (*Enforcement*) of the Bridge Facility Agreement shall be deemed incorporated in this Amendment Letter (with such conforming amendments as the context requires) as if set out herein with each reference to the “Agreement” being deemed to be a reference to this Amendment Letter.

This letter shall constitute a Finance Document. The Bridge Facility Agreement shall remain in full force and effect in all respects save as expressly amended by this letter.

A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this letter.

This letter is governed by and shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this letter are governed by English law.

We should be grateful if you would sign and return to us the enclosed copy of this letter by way of your acknowledgement and acceptance of the contents of this letter and the Schedules.

Yours faithfully

/s/Bill O’Daly

Authorised signatory

/s/ D. Andrew Maletta

Authorised signatory

For and on behalf of  
**CREDIT SUISSE AG, CAYMAN ISLAND BRANCH**  
in its capacity as Agent  
(acting on the instructions of the Majority Lenders)

Acknowledged and Agreed

/s/ Daniel J. Platt

For and on behalf of  
**UGI INTERNATIONAL ENTERPRISES, INC.**

as Borrower

Date: January 30, 2015

Acknowledged and Agreed

/s/ Daniel J. Platt

For and on behalf of  
**UGI CORPORATION**

as Parent Guarantor

Date: January 30, 2015

**SCHEDULE**  
**Amendment Provisions to the Bridge Facility Agreement**

The Bridge Facility Agreement shall be amended as set out below (all references in this Schedule to Clauses or Schedules being to clauses of, or schedules to, the Bridge Facility Agreement).

1. The definition of "Certain Funds Period" shall be deleted and replaced by the following:

**"Certain Funds Period"** means the period commencing on the date of this Agreement and ending on the earliest of (a) 6.00 p.m. on the Closing Date; and (b) 6.00 p.m. on 30 April 2015.

2. The definition of "Interest Rate Cap" shall be deleted and replaced by the following:

**"Interest Rate Cap"** means:

- (a) 7.25 per cent. if:

(i) Moody's has issued a rating with respect to the Senior Secured Notes and such rating at the time of the issuance of the Senior Secured Notes is Ba3 or higher with a stable outlook or better; and

(ii) Fitch has issued a rating with respect to the Senior Secured Notes and such rating at the time of the issuance of the Senior Secured Notes is BB- or higher with a stable outlook or better; and

- (b) 9.00 per cent. if the ratings thresholds referred to in (a)(i) and (a)(ii) above have not been met.