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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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): June 20, 2016**

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**AmeriGas Partners, L.P.**  
(Exact Name of Registrant as Specified in its Charter)

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

**1-13692**  
(Commission  
File Number)

**23-2787918**  
(I.R.S. Employer  
Identification No.)

**460 No. Gulph Road  
King of Prussia, Pennsylvania 19406**  
(Address of principal executive offices) (Zip code)

**(610) 337-7000**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(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.*****Amendment to Contingent Residual Support Agreement***

On June 20, 2016, AmeriGas Partners, L.P. (the “Partnership”) entered into an Amendment to the Contingent Residual Support Agreement (the “CRSA Amendment”), with Energy Transfer Partners, L.P., a Delaware limited partnership (“ETP”), AmeriGas Finance LLC, a Delaware limited liability company (“Finance Company”), AmeriGas Finance Corp., a Delaware corporation (“Finance Corp.”) and UGI Corporation, a Pennsylvania corporation (“UGI”). Finance Company, Finance Corp. and the Partnership may hereinafter be referred to collectively as the “AmeriGas Parties”.

Under the Indenture dated January 12, 2012 (the “January 2012 Indenture”), by and among Finance Company and Finance Corp., the Partnership, as guarantor, and U.S. Bank National Association, as trustee, Finance Company and Finance Corp. issued \$1.55 billion of senior notes comprised of two tranches consisting of \$550 million that mature on May 20, 2020 (the “6.75% Notes”) and \$1 billion that mature on May 20, 2022 (the “7.00% Notes”). The 6.75% Notes and the 7.00% Notes are referred to collectively as the “Senior Notes.” On January 12, 2012, the AmeriGas Parties, UGI, and ETP (together, the “CRSA Parties”) entered into the Contingent Residual Support Agreement (the “CRSA”), relating to the contingent residual support (the “Support”) that ETP agreed to provide to Finance Company in furtherance of Finance Company’s loan to the Partnership of \$1.5 billion (the “Initial Supported Debt”) and setting forth, among other things, terms and conditions under which the Initial Supported Debt and the Senior Notes may be refinanced. The terms of the CRSA were described in and attached to the Partnership’s Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the “Commission”) on January 11, 2012.

On June 20, 2016, the CRSA Parties entered into the CRSA Amendment in connection with (i) the AmeriGas Parties’ desire to purchase all of the outstanding 6.75% Notes through a tender offer for cash, subject to market and other conditions (the “6.75% Notes Tender Offer”), or through a call made pursuant to the terms of the January 2012 Indenture (the “6.75% Notes Call”) and (ii) the issuance of the New Notes (as defined in Item 7.01 below). Pursuant to the CRSA Amendment, the CRSA Parties have agreed to terminate their respective obligations under the CRSA relating to those 6.75% Notes that are properly tendered in the 6.75% Notes Tender Offer and the respective obligations of the CRSA Parties under the CRSA relating to those 6.75% Notes that Finance Company and Finance Corp. properly redeem pursuant to the 6.75% Notes Call. Under the CRSA Amendment, promptly following the completion of each of the 6.75% Notes Tender Offer and any call, the AmeriGas Parties are required to advise ETP of the amount by which the Support is decreased, such amount to be equivalent to the principal amount of the 6.75% Notes. The New Notes will not be subject to the CRSA.

The foregoing description of the CRSA Amendment is qualified in its entirety by reference to the CRSA Amendment, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

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***Amendment to Credit Agreement***

On June 18, 2014, AmeriGas Propane, L.P. (the “Operating Partnership”), a Delaware limited partnership and the operating partnership of the Partnership, entered into an Amended and Restated Credit Agreement (the “Credit Agreement”), by and among the Operating Partnership, as Borrower, AmeriGas Propane, Inc. (the “General Partner”), the general partner of the Partnership and the Operating Partnership, as a Guarantor thereunder, Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender, and Issuing Lender, Wells Fargo Securities, LLC, as Sole Lead Arranger and Sole Book Manager, Credit Suisse, AG, Cayman Islands Branch, JPMorgan Chase Bank, N.A., Citizens Bank of Pennsylvania, PNC Bank, National Association, Branch Banking and Trust Company, Citibank, N.A., The Bank of New York Mellon, Bank of America, N.A., Manufactures and Traders Trust Company, Santander Bank, N.A., TD Bank, N.A. and the other financial institutions from time to time party thereto (the “Lenders”). The terms of the Credit Agreement were described in and attached to the Partnership’s Current Report on Form 8-K filed with the Commission on June 18, 2014. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

On June 20, 2016, the parties to the Credit Agreement entered into Amendment No. 1 to Credit Agreement (the “First Credit Agreement Amendment”), to provide that, for the quarter ending June 30, 2016 only, in the event the high yield debt issuance for the New Notes is successfully launched and the tender offer for the Existing Notes (as defined in Item 7.01 below) is commenced prior to June 27, 2016, for purposes of calculating the Partnership’s Consolidated MLP Total Leverage Ratio (which, as of any date of determination, is the ratio of Consolidated Total Indebtedness of MLP and its Subsidiaries on such date to Consolidated EBITDA of MLP and its Subsidiaries for the period of four (4) consecutive fiscal quarters ending on or immediately prior to such date), Consolidated Total Indebtedness shall only include the outstanding principal amount of the New Notes to the extent the outstanding principal amount of the New Notes exceeds the sum of, without duplication, (i) the principal amount of the Existing Notes tendered by the respective holders thereof to the Borrower for payment in full, together with accrued interest thereon, promptly following the issuance of the New Notes, and (ii) the principal sum of the Existing Notes that are not so tendered, but have been irrevocably called for redemption pursuant to the terms of the relevant Indenture for payment in full, together with accrued interest thereon, promptly following the issuance of the New Notes.

The foregoing description of the First Credit Agreement Amendment is qualified in its entirety by reference to the First Credit Agreement Amendment, which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

**Item 1.02      Termination of a Material Definitive Agreement.**

On June 20, 2016, the Parties entered into the CRSA Amendment to terminate certain obligations under the CRSA, as described in Item 1.01 above under the caption “Amendment to Contingent Residual Support Agreement.”

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**Item 7.01      Regulation FD Disclosure.**

On June 20, 2016, the Partnership issued a press release announcing the Partnership’s intention to offer, subject to market and other conditions, \$1.350 billion of senior notes due 2024 (the “2024 Notes”) and senior notes due 2026 (the “2026 Notes” and, together with the 2024 Notes, the “New Notes”). The New Notes will be issued pursuant to an indenture to be entered into among the Partnership and Finance Corp., as issuers, and U.S. Bank National Association, as Trustee. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

Also on June 20, 2016, the Partnership issued a press release announcing tender offers to purchase for cash any and all of the (i) \$450,000,000 outstanding principal amount of the 6.25% Senior Notes due 2019 (the “6.25% Notes”) originally issued by the Partnership and Finance Corp., (ii) \$550,000,000 outstanding principal amount of the 6.75% Notes, and (iii) \$270,001,000 outstanding principal amount of the 6.50% Senior Notes due 2021 (the “2021 Notes” and, together with the 6.25% Notes and 6.75% Notes, the “Existing Notes”) originally issued by the Partnership and Finance Corp. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.2 and is incorporated herein by reference.

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

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment to Contingent Residual Support Agreement dated June 20, 2016, among Energy Transfer Partners, L.P., AmeriGas Finance LLC, AmeriGas Finance Corp., AmeriGas Partners, L.P., and for certain limited purposes only, UGI Corporation.
10.2	Amendment No. 1 dated as of June 20, 2016 to Amended and Restated Credit Agreement dated June 18, 2014 by and among AmeriGas Propane, L.P., as Borrower, AmeriGas Propane, Inc., as Guarantor, Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender, and Issuing Lender, Wells Fargo Securities, LLC, as Sole Lead Arranger and Sole Book Manager, Credit Suisse, AG, Cayman Islands Branch, JPMorgan Chase Bank, N.A., Citizens Bank of Pennsylvania, PNC Bank, National Association, Branch Banking and Trust Company, Citibank, N.A., The Bank of New York Mellon, Bank of America, N.A., Manufactures and Traders Trust Company, Santander Bank, N.A., TD Bank, N.A. and the other financial institutions from time to time party thereto.
99.1	Press Release dated June 20, 2016 announcing the Notes offering.
99.2	Press Release dated June 20, 2016 announcing the tender offers.

**SIGNATURE**

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.

AmeriGas Partners, L.P.

*June 20, 2016*

*By: /s/ Hugh J. Gallagher*

*Name: Hugh J. Gallagher*

*Title: Vice President - Finance and Chief Financial  
Officer of AmeriGas Propane, Inc., the  
general partner of AmeriGas Partners, L.P.*

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## EXHIBIT INDEX

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10.2	Amendment No. 1 dated as of June 20, 2016 to Amended and Restated Credit Agreement dated June 18, 2014, among AmeriGas Propane, L.P., as Borrower, AmeriGas Propane, Inc., as Guarantor, Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender, and Issuing Lender, Wells Fargo Securities, LLC, as Sole Lead Arranger and Sole Book Manager, Credit Suisse, AG, Cayman Islands Branch, JPMorgan Chase Bank, N.A., Citizens Bank of Pennsylvania, PNC Bank, National Association, Branch Banking and Trust Company, Citibank, N.A., The Bank of New York Mellon, Bank of America, N.A., Manufactures and Traders Trust Company, Santander Bank, N.A., TD Bank, N.A. and the other financial institutions from time to time party thereto.
99.1	Press Release dated June 20, 2016 announcing the Notes offering.
99.2	Press Release dated June 20, 2016 announcing the tender offers.

# AMENDMENT TO CONTINGENT RESIDUAL SUPPORT AGREEMENT

This Amendment to Contingent Residual Support Agreement (the “Amendment”) is among ENERGY TRANSFER PARTNERS, L.P., a Delaware limited partnership (“ETP”), AMERIGAS FINANCE LLC, a Delaware limited liability company (“Finance Company”), AMERIGAS FINANCE CORP., a Delaware corporation (“Finance Corp”), AMERIGAS PARTNERS, L.P., a Delaware limited partnership (“AmeriGas”) and, UGI CORPORATION, a Pennsylvania corporation (“UGI”). Finance Company, Finance Corp and AmeriGas may hereinafter be referred to collectively as the “AmeriGas Parties”. ETP, the AmeriGas Parties and UGI may hereinafter be referred to collectively as the “Parties.”

WHEREAS, pursuant to that certain indenture dated January 12, 2012 (the “Indenture”), Finance Company and Finance Corp issued \$1.55 billion of senior notes comprised of two tranches consisting of \$550 million that mature on May 20, 2020 (the “6.75% Notes”) and \$1 billion that mature on May 20, 2022 (the “7.00% Notes”). The 6.75% Notes and the 7.00% Notes are referred to collectively as the “Senior Notes”;

WHEREAS, the Parties entered into that certain Contingent Residual Support Agreement, dated as of January 12, 2012 (the “Agreement”), relating to the contingent residual support (the “Support”) that ETP agreed to provide to Finance Company in furtherance of Finance Company’s loan to AmeriGas of \$1.5 billion (the “Initial Supported Debt”) and setting forth, among other things, terms and conditions under which the Initial Supported Debt and the Senior Notes may be refinanced;

WHEREAS, the AmeriGas Parties now desire to purchase all of the outstanding 6.75% Notes either (i) as a result of a tender offer for cash (the “Tender Offer”) or (b) through a call (redemption) made pursuant to the terms of the Indenture (the “Call”); and

WHEREAS, the AmeriGas Parties intend to fund the Tender Offer and Call by using a portion of the proceeds from the issuance by AmeriGas and Finance Corp of a new series of senior notes (“New Notes”); and

WHEREAS, in connection with the issuance of the New Notes, the Parties wish to terminate ETP’s Support with respect to the 6.75% Notes, and release the Parties from their respective obligations under the Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Termination. The Parties hereby agree to terminate the respective obligations of the Parties under the Agreement relating to those 6.75% Notes that are properly tendered in the Tender Offer and the respective obligations of the Parties under the Agreement relating to those 6.75% Notes that Finance Company and Finance Corp properly redeem pursuant to the Call.

Section 2. Notices of Completion of Tender Offer and Call. Promptly following the completion of each of the Tender Offer and any Call, the AmeriGas Parties agree to advise ETP of the amount by which the Support is decreased, such amount to be equivalent to the principal amount of the 6.75% Notes..

Section 3. New Notes Shall Not be Subject to the Agreement. Each of the Parties hereby acknowledges and agrees that the New Notes shall not be deemed Refinancing Senior Notes under the Agreement and that the respective obligations of the Parties under the Agreement with respect to the 6.75% Notes shall not apply to the New Notes.

Section 4. Agreement to Remain in Full Force and Effect. Except as hereby expressly provided, the Agreement, as amended by this Amendment, is in all respects ratified and confirmed, and all of its terms, provisions and conditions shall be and remain in full force and effect as applied to the 7.00% Notes. For the avoidance of doubt, the Parties agree that no payment is due to ETP under Section 6 of the Agreement in connection with this Amendment or the Tender Offer or Call of the 6.75% Notes.

Section 5. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same counterpart. Delivery of an executed signature page by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart.

Section 6. Section Headings. Section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Amendment.

Section 7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard for the conflicts of laws provisions thereunder.

*[signature page follows]*



IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and effective as of the day and year last written below.

**ENERGY TRANSFER PARTNERS, L.P.**

By: Energy Transfer Partners GP, L.P., its general partner

By: Energy Transfer Partners, L.L.C., its general partner

By: /s/ Thomas E. Long

Name: Thomas E. Long

Title: Chief Financial Officer

Date: June 15, 2016

**AMERIGAS FINANCE LLC**

By: AmeriGas Partners, L.P., its sole member

By: AmeriGas Propane, Inc., its general partner

By: /s/ Hugh J. Gallagher

Name: Hugh J. Gallagher

Title: Vice President – Finance and Chief Financial Officer

Date: June 20, 2016

**AMERIGAS FINANCE CORP.**

By: /s/ Hugh J. Gallagher

Name: Hugh J. Gallagher

Title: Vice President – Finance and Chief Financial Officer

Date: June 20, 2016

**AMERIGAS PARTNERS, L.P.**

By: AmeriGas Propane, Inc., its general partner

By: /s/ Hugh J. Gallagher

Name: Hugh J. Gallagher

Title: Vice President – Finance and Chief Financial Officer

Date: June 20, 2016

*[Signatures continue on next page]*

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**ACKNOWLEDGED AND AGREED TO BY:**

**UGI CORPORATION**

By: /s/ John L. Walsh  
Name: John L. Walsh  
Title: President and Chief Executive Officer  
Date: June 20, 2016

**AMENDMENT NO. 1  
TO  
AMENDED AND RESTATED CREDIT AGREEMENT**

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED CREDIT AGREEMENT (the "Amendment"), dated as of June 20, 2016, by and among **AMERIGAS PROPANE, L.P.**, a Delaware limited partnership (the "Borrower"), **AMERIGAS PROPANE, INC.**, a Pennsylvania corporation (the "General Partner"), the lenders who are party to this Amendment from time to time (the "Lenders") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as Administrative Agent for the Lenders.

WITNESSETH:

WHEREAS, the Borrower, the General Partner, the Agent and the Lenders are parties to that certain Amended and Restated Credit Agreement, dated as of June 18, 2014 (as may be further amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement"; terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement);

WHEREAS, AmeriGas Partners, L.P. (the "MLP"), AmeriGas Finance Corp. ("Finance Corp.") and/or AmeriGas Finance LLC want to refinance three separate tranches of senior notes (6.25% senior notes due 2019, 6.75% senior notes due 2020 and 6.50% senior notes due 2021 (the "Existing Notes") by using the proceeds from the issuance by the MLP and Finance Corp. of senior notes (the "New Notes") to purchase the Existing Notes for cash via a tender offer (the "Tender Offer") and a subsequent call (redemption) pursuant to the terms of the Indenture for any and all Existing Notes that are not tendered in the Tender Offer.

WHEREAS, the Borrower and the General Partner have requested that the Agent and the Lenders agree to amend the definition of "Consolidated MLP Total Leverage Ratio" contained in the Credit Agreement in order that the net increase in Consolidated Indebtedness of MLP and its Subsidiaries resulting from the issuance of the New Notes prior to the purchase or redemption of the Existing Notes will not result in a breach of the Consolidated MLP Total Leverage Ratio for the fiscal quarter ending June 30, 2016 in the event the high yield debt issuance for the New Notes is successfully launched and the Tender Offer is commenced prior to June 27, 2016; and

WHEREAS, the Agent and the Lenders have agreed to make such revisions on the terms and conditions set forth in this Amendment.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Amendment. Effective as of the date hereof, the definition of "Consolidated MLP Total Leverage Ratio" contained in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as to read as follows:

"Consolidated MLP Total Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Total Indebtedness of MLP and its Subsidiaries on such date to (b) Consolidated EBITDA of MLP and its Subsidiaries for the period of four (4) consecutive fiscal quarters ending on or

immediately prior to such date; provided, however, for the fiscal quarter ended June 30, 2016 only, in the event the high yield debt issuance for the New Notes (as defined in Amendment No. 1 to the Credit Agreement) is successfully launched and the tender offer for the Existing Notes (as defined in Amendment No. 1 to the Credit Agreement) is commenced prior to June 27, 2016, Consolidated Total Indebtedness shall only include the outstanding principal amount of the New Notes to the extent the outstanding principal amount of the New Notes exceeds the sum of, without duplication, (i) the principal amount of the Existing Notes tendered by the respective holders thereof to the Borrower for payment in full, together with accrued interest thereon, promptly following the issuance of the New Notes and (ii) the principal sum of the Existing Notes that are not so tendered, but have been irrevocably called for redemption pursuant to the terms of the relevant Indenture for payment in full, together with accrued interest thereon, promptly following the issuance of the New Notes.

2. Representations and Warranties. The Borrower and the General Partner represent and warrant to the Agent and each Lender that:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by the Borrower or General Partner, as applicable, and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No consent, approval or authorization of, or declaration or filing with, any Governmental Authority is required for the valid execution, delivery and performance of this Amendment.

(d) The representations and warranties set forth in Article VI of the Credit Agreement (in the case of Sections 6.1 through 6.24, relating to the Borrower and the Subsidiary Guarantors and in the case of Sections 6.1 through 6.6, 6.9 through 6.11, 6.19 through 6.21, and 6.23 through 6.25, relating to the General Partner) are true and correct in all material respects on the date hereof as if made on and as of the date hereof (except to the extent such representations and warranties expressly relate to an earlier time or date, in which case they shall have been true and correct in all material respects as of such earlier time or date) and as if each reference in said Article VI to "this Agreement" includes reference to this Amendment and the Credit Agreement as amended by this Amendment.

(e) No Default or Event of Default under the Credit Agreement has occurred and is continuing on the date hereof (before and after giving effect to the Amendment).

3. Execution. This Amendment shall have been executed and delivered by the Borrower, the General Partner, the Agent and the Required Lenders.

4. General. References (i) in the Credit Agreement (including references to the Credit Agreement as amended hereby) to “this Agreement” (and indirect references such as “hereunder,” “hereof” and words of like import referring to the Credit Agreement), and (ii) in the other Loan Documents to “the Credit Agreement” and “the Agreement” (and indirect references such as “thereunder,” “thereof” and words of like import referring to the Credit Agreement) shall be deemed to be references to the Credit Agreement as amended by this Amendment.

5. Miscellaneous. Except as herein provided, the Credit Agreement and all other Loan Documents shall remain unchanged and shall continue to be in full force and effect and are hereby ratified and confirmed in all respects. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory 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 telefacsimile or by email in portable document format (“.pdf”) shall constitute delivery of a manually executed counterpart of this Amendment. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York.

**[SIGNATURE PAGES FOLLOW]**

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

**BORROWER:**

AMERIGAS PROPANE, L.P.

By: AMERIGAS PROPANE, INC.,  
as General Partner

By: /s/ Hugh J. Gallagher  
Name: Hugh J. Gallagher  
Title: Vice President – Finance and  
Chief Financial Officer

**GENERAL PARTNER:**

AMERIGAS PROPANE, INC.

By: /s/ Hugh J. Gallagher  
Name: Hugh J. Gallagher  
Title: Vice President – Finance and  
Chief Financial Officer

Signature Page  
to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as  
Agent and as a Lender

By: /s/ Frederick W. Price  
Name: Frederick W. Price  
Title: Managing Director

Signature Page  
to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as  
a Lender

By: /s/ Bill O’Daly  
Name: Bill O’Daly  
Title: Authorized Signatory

By: /s/ Kelly Heimirch  
Name: Kelly Heimirch  
Title: Authorized Signatory

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to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)



By: /s/ Helen D. Davis  
Name: Helen D. Davis  
Title: Executive Director

Signature Page  
to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)

By: /s/ Leslie D. Broderick  
Name: Leslie D. Broderick  
Title: Senior Vice President

Signature Page  
to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)

By: /s/ Domenic D’Ginto  
Name: Domenic D’Ginto  
Title: Senior Vice President

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to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)

**BRANCH BANKING AND TRUST COMPANY**, as a  
Lender

By: /s/ Matthew J. Davis

Name: Matthew J. Davis

Title: Senior Vice President

Signature Page  
to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)

By: /s/ Tariq Masaud  
Name: Tariq Masaud  
Title: Vice President

Signature Page  
to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)

By: /s/ Richard K Fronapfel, Jr.  
Name: Richard K Fronapfel, Jr.  
Title: Vice President

Signature Page  
to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)

By: /s/ Bryan Heller  
Name: Bryan Heller  
Title: Director

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to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)

**MANUFACTURERS AND TRADERS TRUST  
COMPANY**, as a Lender

By: /s/ Nicholas Richards  
Name: Nicholas Richards  
Title: Vice President

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to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)



By: /s/ William Maag  
Name: William Maag  
Title: Managing Director

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to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)

**TD BANK, N.A.**, as a Lender

By: /s/ Shannon Batchman

Name: Shannon Batchman

Title: Senior Vice President

Signature Page  
to  
Amendment to Credit Agreement  
(AmeriGas Propane, L.P.)



# NEWS

P. O. Box 965, Valley Forge, PA 19482 (610) 337-7000

Contact: 610-337-7000  
Will Ruthrauff, ext. 6571  
Shelly Oates, ext. 3202

For Immediate Release:  
June 20, 2016

## **AmeriGas Partners, L.P. to Issue Notes**

VALLEY FORGE, Pa., June 20 – AmeriGas Partners, L.P. (NYSE: APU) (“AmeriGas Partners”) announced today that it and its wholly owned subsidiary, AmeriGas Finance Corp. (the “Co-Issuer”), intend to offer, subject to market and other conditions, \$1.35 billion aggregate principal amount of senior notes due 2024 and 2026 in a registered public offering. The proceeds from the offering will be used to finance AmeriGas Partners’ tender offers for its outstanding 6.25% Senior Notes due 2019, 6.75% Senior Notes due 2020, and 6.50% Senior Notes due 2021 and any remaining net proceeds will be used for general business purposes.

BofA Merrill Lynch, Citigroup, J.P. Morgan and Wells Fargo Securities are acting as joint book-running managers for the notes offering.

This offering is being made under an effective shelf registration statement filed with the U.S. Securities and Exchange Commission, and this offering is being made only by means of a prospectus supplement for this offering and a related base prospectus. Copies of the prospectus supplement and related base prospectus may be obtained by contacting: BofA Merrill Lynch, 222 Broadway, New York, New York 10038, Attention: Prospectus Department, Email: [dg.prospectus\\_requests@baml.com](mailto:dg.prospectus_requests@baml.com); Citigroup Global Markets Inc. at 800-831-9146; J.P. Morgan, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, [prospectus-eq\\_fi@jpmchase.com](mailto:prospectus-eq_fi@jpmchase.com), or by telephone at (866) 803-9204; or Wells Fargo Securities, LLC, at 608 2nd Ave S, Suite 1000, Minneapolis, MN 55402, Attention: WFS Customer Service or by calling 1-800-645-3751 Opt 5 or by email at [wfscustomerservice@wellsfargo.com](mailto:wfscustomerservice@wellsfargo.com).

This announcement is for informational purposes only and does not constitute an offer to sell, or the solicitation of an offer to buy, any note in any jurisdiction in which such an offer or solicitation, or the sale of these notes, would be unlawful without registration or qualification under the securities laws of such jurisdiction.

## **About AmeriGas Partners**

AmeriGas Partners is the nation’s largest retail propane marketer, serving approximately two million customers in all 50 states from approximately 2,000 distribution locations. UGI Corporation, through subsidiaries, is the sole General Partner and owns 26% of AmeriGas Partners and the public owns the remaining 74%.

*This press release contains certain forward-looking statements that management believes to be reasonable as of today’s date only. Actual results may differ significantly because of risks and uncertainties that are*

*difficult to predict and many of which are beyond management’s control. You should read AmeriGas Partners’ Annual Report on Form 10-K, as amended, for a more extensive list of factors that could affect results. Among them are adverse weather conditions, cost volatility and availability of propane, increased customer conservation measures, the capacity to transport propane to our market areas, the impact of pending and future legal proceedings, political, economic and regulatory conditions in the U.S. and abroad, and our ability to successfully integrate acquisitions and achieve anticipated synergies. AmeriGas Partners undertakes no obligation to release revisions to its forward-looking statements to reflect events or circumstances occurring after today.*



# NEWS

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For Immediate Release:  
June 20, 2016

## **AmeriGas Partners, L.P. Commences Cash Tender Offers for any and all of its Outstanding 6.25% Senior Notes Due 2019, 6.75% Senior Notes due 2020 and 6.50% Senior Notes due 2021**

VALLEY FORGE, Pa., June 20 – AmeriGas Partners, L.P. (NYSE: APU) (“AmeriGas Partners”) has commenced offers to purchase for cash any and all of the:

- \$450 million outstanding principal amount of its 6.25% Senior Notes due 2019 (CUSIP No. 030981AG9)
- \$550 million outstanding principal amount of its 6.75% Senior Notes due 2020 (CUSIP No. 03077JAA8)
- \$270 million outstanding principal amount of its 6.50% Senior Notes due 2021 (CUSIP No. 030981AF1); Collectively (the “Notes”).

The tenders offers are being made upon terms and subject to the conditions set forth in the Offers to Purchase, dated June 20, 2016, and a related Letter of Transmittal and Notice of Guaranteed delivery, which set forth the terms and conditions of the tender offers in full detail.

Notes validly tendered and not validly withdrawn at or prior to 5 p.m. New York City time on June 24, 2016 (the “Expiration Date”) will be eligible to receive the following purchase price per \$1,000 principal amount of Notes Tendered:

- \$1,023.25 for the 6.25% Senior Notes due 2019
- \$1,037.40 for the 6.75% Senior Notes due 2020
- \$1,036.00 for the 6.50% Senior Notes due 2021

Tendering holders will also receive accrued and unpaid interest from the last applicable interest payment date to, but not including, the settlement date of the tender offer.

Tendered Notes can only be withdrawn before 5 p.m., New York City time on the Expiration Date (the “Withdrawal Deadline”). Following the Withdrawal Deadline, holders who have tendered their Notes may not withdraw such Notes unless AmeriGas Partners is required to extend withdrawal rights under applicable law.

AmeriGas Partners expressly reserves the right, in its sole discretion, subject to applicable law, to terminate the tender offers at any time prior to the Expiration Date. The tender offers are subject to the satisfaction of various conditions set forth in the Offers to Purchase, including the receipt by AmeriGas Partners of proceeds from a proposed debt financing on terms reasonably satisfactory to AmeriGas Partners.

BofA Merrill Lynch is acting as the sole dealer manager for the tender offers. The depositary and information agent for the tender offers is D.F. King & Co., Inc. Questions regarding the tender offers may be directed to BofA Merrill Lynch, (888) 292-0070 (toll-free) or (980) 388-3646 (collect). Requests for copies of the Offers to Purchase and related documents may be directed to D.F. King & Co., Inc. (800) 283-3192 (toll free) and (212) 269-5550 (for banks and brokers) or by visiting [www.dfking.com/amerigas](http://www.dfking.com/amerigas).

This press release is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell the Notes. The tender offers are being made solely by means of the tender offer documents, including the Offers to Purchase that AmeriGas Partners is distributing to holders of Notes. The tender offers are not being made to holders of Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction.

#### **About AmeriGas Partners**

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