UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2021

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ________ to ________

Commission file number 1-11071

UGI CORPORATION

(Exact name of registrant as specified in its charter)

Pennsylvania	**23-2668356**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

460 North Gulph Road, King of Prussia, PA 19406
(Address of Principal Executive Offices) (Zip Code)

(610) 337-1000
(Registrant's telephone number, including area code)

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

Title of each class:	Trading Symbol(s):	Name of each exchange on which registered:
Common Stock, without par value	UGI	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐	Non-accelerated filer	☐
Smaller reporting company	☐	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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

At April 30, 2021, there were 208,702,316 shares of UGI Corporation Common Stock, without par value, outstanding.

UGI CORPORATION AND SUBSIDIARIES

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GLOSSARY OF TERMS AND ABBREVIATIONS

Terms and abbreviations used in this Form 10-Q are defined below:

UGI Corporation and Related Entities

AmeriGas OLP - AmeriGas Propane, L.P., the principal operating subsidiary of AmeriGas Partners

AmeriGas Partners - AmeriGas Partners, L.P., a Delaware limited partnership and an indirect wholly-owned subsidiary of UGI; also referred to as the "Partnership"

AmeriGas Propane - Reportable segment comprising AmeriGas Propane, Inc. and its subsidiaries, including AmeriGas Partners and AmeriGas OLP

AmeriGas Propane, Inc. - A wholly owned second-tier subsidiary of UGI and the general partner of AmeriGas Partners; also referred to as the "General Partner"

AvantiGas - AvantiGas Limited, an indirect wholly owned subsidiary of UGI International, LLC

Company - UGI and its consolidated subsidiaries collectively

DVEP - DVEP Investeringen B.V., an indirect wholly owned subsidiary of UGI International, LLC

Electric Utility - UGI Utilities' regulated electric distribution utility

Energy Services - UGI Energy Services, LLC, a wholly owned second-tier subsidiary of UGI

ESFC - Energy Services Funding Corporation, a wholly owned subsidiary of Energy Services

Flaga - Flaga GmbH, an indirect wholly owned subsidiary of UGI International, LLC

Gas Utility - UGI Utilities' regulated natural gas distribution business, comprising the natural gas utility businesses owned and operated by UGI Utilities

General Partner - AmeriGas Propane, Inc., the general partner of AmeriGas Partners

GHI - GHI Energy, LLC, which was acquired by Energy Services in Fiscal 2020

HVAC - UGI HVAC Enterprises, Inc., a wholly owned second-tier subsidiary of UGI, which was sold in September 2020

Midstream & Marketing - Reportable segment comprising Energy Services, UGID and, prior to its sale in September 2020, HVAC

Partnership - AmeriGas Partners and its consolidated subsidiaries, including AmeriGas OLP

Pennant - Pennant Midstream, LLC, a Delaware limited liability corporation

PennEast - PennEast Pipeline Company, LLC

Pine Run - Pine Run Gathering, LLC

UGI - UGI Corporation

UGI Appalachia - UGI Appalachia, LLC, a wholly owned subsidiary of Energy Services

UGI France - UGI France SAS (*a Société par actions simplifiée*), an indirect wholly owned subsidiary of UGI International, LLC

UGI International - Reportable segment principally comprising UGI's foreign operations

UGI International, LLC - UGI International, LLC, a wholly owned second-tier subsidiary of UGI

UGI PennEast, LLC - A wholly owned subsidiary of Energy Services that holds a 20% membership interest in PennEast

UGI Pine Run, LLC - A wholly owned subsidiary of Energy Services that holds a 49% membership interest in Pine Run

UGI Utilities - UGI Utilities, Inc., a wholly owned subsidiary of UGI. Also a reportable segment of UGI comprising UGI Utilities, Inc. and its subsidiaries

UGID - UGI Development Company, a wholly owned subsidiary of Energy Services

UniverGas - UniverGas Italia S.r.l, an indirect wholly owned subsidiary of UGI International, LLC

Other Terms and Abbreviations

2020 Annual Report - UGI Annual Report on Form 10-K for the fiscal year ended September 30, 2020

2020 six-month period - Six months ended March 31, 2020

2020 three-month period - Three months ended March 31, 2020

2021 six-month period - Six months ended March 31, 2021

2021 three-month period - Three months ended March 31, 2021

2021 UGI Corporation Senior Credit Facility - An amended unsecured senior facilities agreement entered into on May 4, 2021, by UGI which extended the maturity date of the previous three-year $300 million term loan facility included in the UGI Corporation Senior Credit Facility, now due in May 2025 and includes a new four-year $300 million term loan commitment

AFUDC - Allowance for Funds Used During Construction

AOCI - Accumulated Other Comprehensive Income (Loss)

ASC - Accounting Standards Codification

ASC 606 - ASC 606, “Revenue from Contracts with Customers”

ASU - Accounting Standards Update

Bcf - Billions of cubic feet

CARES Act - Coronavirus Aid, Relief, and Economic Security Act

CDC **-** Centers for Disease Control and Prevention

CMG Acquisition - Acquisition of Columbia Midstream Group, LLC and Columbia Pennant, LLC on August 1, 2019 pursuant to the CMG Acquisition Agreements

CMG Acquisition Agreements - Agreements related to the CMG Acquisition comprising (1) a purchase and sale agreement related to the CMG acquisition, dated July 2, 2019, by and among Columbia Midstream & Minerals Group, LLC, Energy Services, UGI and TransCanada PipeLine USA Ltd., and (2) a purchase and sale agreement related to the Columbia Pennant, LLC acquisition, dated July 2, 2019, by and among Columbia Midstream & Minerals Group, LLC, Energy Services, and TransCanada PipeLine USA Ltd.

COA - Consent Order and Agreement

CODM - Chief Operating Decision Maker as defined in ASC 280, “Segment Reporting”

Common Stock - shares of UGI common stock

Conemaugh - Conemaugh generation station, a 1,711-megawatt, coal-fired electricity generation station located near Johnstown, Pennsylvania

COVID-19 - A novel strain of coronavirus disease discovered in 2019

DS - Default service

DSIC - Distribution System Improvement Charge

EBITDA - Earnings before interest, taxes, depreciation, and amortization

Eighth Circuit - United States Court of Appeals for the Eighth Circuit

Exchange Act - Securities Exchange Act of 1934, as amended

FASB - Financial Accounting Standards Board

FDIC - Federal Deposit Insurance Corporation

FERC - Federal Energy Regulatory Commission

Fiscal 2019 - The fiscal year ended September 30, 2019

Fiscal 2020 - The fiscal year ended September 30, 2020

Fiscal 2021 - The fiscal year ending September 30, 2021

Fiscal 2022 - The fiscal year ending September 30, 2022

GAAP - U.S. generally accepted accounting principles

GILTI - Global Intangible Low Taxed Income

Gwh - Millions of kilowatt hours

ICE - Intercontinental Exchange

IRC - Internal Revenue Code

IRPA - Interest rate protection agreement

IRS - Internal Revenue Services

IT - Information technology

LNG - Liquefied natural gas

LPG - Liquefied petroleum gas

MDPSC - Maryland Public Service Commission

MGP - Manufactured gas plant

Mountaineer - Mountaineer Gas Company, a natural gas distribution company in West Virginia

Mountaineer Acquisition - Pending acquisition of Mountaintop Energy Holdings LLC, indirect parent of Mountaineer, pursuant to a definitive agreement signed on December 29, 2020

NOAA - National Oceanic and Atmospheric Administration

NOL - Net operating loss

NPNS - Normal purchase and normal sale

NYDEC - New York State Department of Environmental Conservation

NYMEX - New York Mercantile Exchange

PADEP - Pennsylvania Department of Environmental Protection

PAPUC - Pennsylvania Public Utility Commission

PennEnergy - PennEnergy Resources, LLC

PGC - Purchased gas costs

PRP - Potentially Responsible Party

Receivables Facility - A receivables purchase facility of Energy Services with an issuer of receivables-backed commercial paper

Retail core-market - Comprises firm residential, commercial and industrial customers to whom UGI Utilities has a statutory obligation to provide service that purchase their natural gas from Gas Utility

ROD - Record of Decision

SCAA - Storage Contract Administrative Agreements

SEC - U.S. Securities and Exchange Commission

Stonehenge - Stonehenge Energy Resources III, LLC, a portfolio company of Energy Spectrum Partners VIII, L.P.

TCJA - Tax Cuts and Jobs Act

Temporary Rates Order - Order issued by the PAPUC on March 15, 2018, that converted PAPUC approved rates of a defined group of large Pennsylvania public utilities into temporary rates for a period of not more than 12 months while the PAPUC reviewed effects of the TCJA

UGI Corporation Senior Credit Facility - An unsecured senior facilities agreement entered into on August 1, 2019, by UGI comprising (1) a five-year $250 million term loan facility; (2) a three-year $300 million term loan facility; and (3) a five-year $300 million revolving credit facility (including a $10 million sublimit for letters of credit)

USD - U.S. dollar

Western Missouri District Court - The United States District Court for the Western District of Missouri

WHO - World Health Organization

UGI CORPORATION AND SUBSIDIARIES

PART I FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CONDENSED CONSOLIDATED BALANCE SHEETS

(unaudited)
(Millions of dollars)

	March 31, 2021	September 30, 2020	March 31, 2020
ASSETS			
Current assets:			
Cash and cash equivalents	$ 444	$ 336	$ 297
Restricted cash	28	21	104
Accounts receivable (less allowances for doubtful accounts of $52, $42 and $39, respectively)	1,183	652	1,016
Accrued utility revenues	32	14	39
Income taxes receivable	127	80	—
Inventories	268	241	180
Derivative instruments	127	44	38
Prepaid expenses and other current assets	175	155	204
Total current assets	2,384	1,543	1,878
Property, plant and equipment, (less accumulated depreciation of $3,869, $3,698 and $3,555, respectively)	7,020	6,960	6,805
Goodwill	3,524	3,518	3,466
Intangible assets, net	640	677	688
Utility regulatory assets	392	395	387
Derivative instruments	61	38	43
Other assets	924	854	869
Total assets	$ 14,945	$ 13,985	$ 14,136
LIABILITIES AND EQUITY			
Current liabilities:			
Current maturities of long-term debt	$ 51	$ 53	$ 27
Short-term borrowings	340	347	654
Accounts payable	627	475	465
Derivative instruments	42	64	185
Other current liabilities	832	816	785
Total current liabilities	1,892	1,755	2,116
Long-term debt	5,953	5,981	5,800
Deferred income taxes	833	640	580
Derivative instruments	46	59	106
Other noncurrent liabilities	1,393	1,413	1,444
Total liabilities	10,117	9,848	10,046
Commitments and contingencies (Note 8)			
Equity:			
UGI Corporation stockholders’ equity:			
UGI Common Stock, without par value (authorized — 450,000,000 shares; issued — 209,636,619, 209,514,044 and 209,439,475 shares, respectively)	1,428	1,416	1,409
Retained earnings	3,557	2,908	2,953
Accumulated other comprehensive loss	(126)	(147)	(230)
Treasury stock, at cost	(40)	(49)	(51)
Total UGI Corporation stockholders’ equity	4,819	4,128	4,081
Noncontrolling interests	9	9	9
Total equity	4,828	4,137	4,090
Total liabilities and equity	$ 14,945	$ 13,985	$ 14,136

See accompanying notes to condensed consolidated financial statements.

UGI CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(unaudited)
(Millions of dollars, except per share amounts)

	Three Months Ended March 31,		Six Months Ended March 31,	
	2021	2020	2021	2020
Revenues	$ 2,581	$ 2,229	$ 4,513	$ 4,236
Costs and expenses:				
Cost of sales (excluding depreciation and amortization shown below)	1,274	1,248	2,107	2,256
Operating and administrative expenses	515	504	1,004	1,015
Depreciation and amortization	126	121	250	240
Other operating income, net	(5)	(6)	(21)	(14)
	1,910	1,867	3,340	3,497
Operating income	671	362	1,173	739
Income from equity investees	10	8	17	15
Other non-operating income (expense), net	18	12	(1)	—
Interest expense	(78)	(83)	(156)	(167)
Income before income taxes	621	299	1,033	587
Income tax expense	(132)	(73)	(241)	(149)
Net income attributable to UGI Corporation	$ 489	$ 226	$ 792	$ 438
Earnings per common share attributable to UGI Corporation stockholders:				
Basic	$ 2.34	$ 1.08	$ 3.79	$ 2.09
Diluted	$ 2.33	$ 1.07	$ 3.77	$ 2.08
Weighted-average common shares outstanding (thousands):				
Basic	208,930	208,941	208,849	209,151
Diluted	210,092	209,808	209,863	210,494

See accompanying notes to condensed consolidated financial statements.

UGI CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited)
(Millions of dollars)

	Three Months Ended March 31,		Six Months Ended March 31,	
	2021	2020	2021	2020
Net income attributable to UGI Corporation	$ 489	$ 226	$ 792	$ 438
Other comprehensive income (loss):				
Net gains (losses) on derivative instruments (net of tax of $(2), $14, $(2) and $12, respectively)	4	(36)	4	(30)
Reclassifications of net losses on derivative instruments (net of tax of $(2), $(1), $(4) and $(1), respectively)	4	—	9	1
Foreign currency adjustments (net of tax of $(10), $(7), $2 and $0, respectively)	(56)	(33)	7	14
Benefit plans (net of tax of $0, $(1), $0 and $(1), respectively)	1	2	1	2
Other comprehensive (loss) income	(47)	(67)	21	(13)
Comprehensive income attributable to UGI Corporation	$ 442	$ 159	$ 813	$ 425

See accompanying notes to condensed consolidated financial statements.

UGI CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)
(Millions of dollars)

	Six Months Ended March 31, 2021	Six Months Ended March 31, 2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income attributable to UGI Corporation	$ 792	$ 438
Adjustments to reconcile net income attributable to UGI Corporation to net cash provided by operating activities:		
Depreciation and amortization	250	240
Deferred income tax expense (benefit), net	191	(25)
Provision for uncollectible accounts	19	20
Changes in unrealized gains and losses on derivative instruments	(185)	155
Income from equity investees	(17)	(15)
Other, net	32	(10)
Net change in:		
Accounts receivable and accrued utility revenues	(573)	(436)
Income taxes receivable	(47)	—
Inventories	(27)	49
Utility deferred fuel and power costs, net of changes in unsettled derivatives	(6)	7
Accounts payable	181	61
Derivative instruments collateral deposits received (paid)	44	(29)
Other current assets	(29)	(3)
Other current liabilities	21	110
Net cash provided by operating activities	646	562
CASH FLOWS FROM INVESTING ACTIVITIES		
Expenditures for property, plant and equipment	(304)	(342)
Acquisitions of businesses and assets, net of cash and restricted cash acquired	(12)	—
Investments in equity method investees	(61)	(1)
Other, net	20	16
Net cash used by investing activities	(357)	(327)
CASH FLOWS FROM FINANCING ACTIVITIES		
Dividends on UGI Common Stock	(138)	(136)
Issuances of long-term debt, net of issuance costs	30	30
Repayments of long-term debt and finance leases	(65)	(60)
Decrease in short-term borrowings	(5)	(139)
Receivables Facility net repayments	(2)	(4)
Issuances of UGI Common Stock	6	1
Repurchases of UGI Common Stock	—	(38)
Other, net	—	(2)
Net cash used by financing activities	(174)	(348)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	—	3
Cash, cash equivalents and restricted cash increase (decrease)	$ 115	$ (110)
CASH, CASH EQUIVALENTS AND RESTRICTED CASH		
Cash, cash equivalents and restricted cash at end of period	$ 472	$ 401
Cash, cash equivalents and restricted cash at beginning of period	357	511
Cash, cash equivalents and restricted cash increase (decrease)	$ 115	$ (110)

See accompanying notes to condensed consolidated financial statements.

UGI CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(unaudited)
(Millions of dollars, except per share amounts)

	Three Months Ended March 31,		Six Months Ended March 31,	
	2021	2020	2021	2020
Common stock, without par value				
Balance, beginning of period	$ 1,419	$ 1,398	$ 1,416	$ 1,397
Common Stock issued in connection with employee and director plans, net of tax withheld	2	2	3	2
Equity-based compensation expense	7	9	9	11
Other	—	—	—	(1)
Balance, end of period	$ 1,428	$ 1,409	$ 1,428	$ 1,409
Retained earnings				
Balance, beginning of period	$ 3,139	$ 2,798	$ 2,908	$ 2,653
Losses on common stock transactions in connection with employee and director plans	(2)	(3)	(5)	(3)
Net income attributable to UGI Corporation	489	226	792	438
Cash dividends on UGI Common Stock ($0.33, $0.325, $0.66, and $0.650, respectively)	(69)	(68)	(138)	(136)
Other	—	—	—	1
Balance, end of period	$ 3,557	$ 2,953	$ 3,557	$ 2,953
Accumulated other comprehensive income (loss)				
Balance, beginning of period	$ (79)	$ (163)	$ (147)	$ (217)
Net gains (losses) on derivative instruments	4	(36)	4	(30)
Reclassification of net losses on derivative instruments	4	—	9	1
Benefit plans	1	2	1	2
Foreign currency adjustments	(56)	(33)	7	14
Balance, end of period	$ (126)	$ (230)	$ (126)	$ (230)
Treasury stock				
Balance, beginning of period	$ (42)	$ (37)	$ (49)	$ (16)
Common Stock issued in connection with employee and director plans, net of tax withheld	3	2	10	4
Repurchases of UGI Common Stock	—	(15)	—	(38)
Reacquired UGI Common Stock - employee and director plans	(1)	(1)	(1)	(1)
Balance, end of period	$ (40)	$ (51)	$ (40)	$ (51)
Total UGI stockholders' equity	$ 4,819	$ 4,081	$ 4,819	$ 4,081
Noncontrolling interests				
Balance, beginning of period	$ 9	$ 9	$ 9	$ 10
Other	—	—	—	(1)
Balance, end of period	$ 9	$ 9	$ 9	$ 9
Total equity	$ 4,828	$ 4,090	$ 4,828	$ 4,090

See accompanying notes to condensed consolidated financial statements.

Note 1 — Nature of Operations

UGI is a holding company that, through subsidiaries and affiliates, distributes, stores, transports and markets energy products and related services. In the United States, we own and operate (1) a retail propane marketing and distribution business; (2) natural gas and electric distribution utilities; and (3) an energy marketing, midstream infrastructure, storage, natural gas gathering and processing, natural gas production, electricity generation and energy services businesses. In Europe, we market and distribute propane and other LPG and market other energy products and services.

We conduct a domestic propane marketing and distribution business through AmeriGas Partners. AmeriGas Partners conducts a national propane distribution business through its principal operating subsidiary, AmeriGas OLP.

UGI International, through subsidiaries and affiliates, conducts (1) an LPG distribution business throughout much of Europe and (2) an energy marketing business in France, Belgium, the Netherlands and the United Kingdom. These businesses are conducted principally through our subsidiaries, UGI France, Flaga, AvantiGas, DVEP and UniverGas.

Energy Services conducts, directly and through subsidiaries and affiliates, energy marketing, including renewable natural gas, midstream transmission, LNG storage, natural gas gathering and processing, natural gas production, electricity generation and energy services businesses primarily in the Mid-Atlantic region of the U.S., eastern Ohio and the panhandle of West Virginia. UGID owns electricity generation facilities principally located in Pennsylvania. Energy Services and its subsidiaries' storage, LNG and portions of its midstream transmission operations are subject to regulation by the FERC.

UGI Utilities directly owns and operates Gas Utility, a natural gas distribution utility business in eastern and central Pennsylvania and in a portion of one Maryland county. Gas Utility is subject to regulation by the PAPUC, the FERC, and, with respect to a small service territory in one Maryland county, the MDPSC. UGI Utilities also owns and operates Electric Utility, an electric distribution utility located in northeastern Pennsylvania. Electric Utility is subject to regulation by the PAPUC and the FERC.

Pending Acquisition of Mountaineer Gas Company

On December 29, 2020, UGI Corporation signed a definitive agreement to acquire Mountaineer, the largest natural gas distribution company in West Virginia for a preliminary purchase price of $540, which includes the assumption of approximately $140 of long-term debt. Mountaineer serves nearly 215,000 customers across 50 of the state's 55 counties. The pending acquisition is subject to customary regulatory and other closing conditions, including approval by the Public Service Commission of West Virginia, and is expected to close in the second half of calendar year 2021. UGI currently expects to finance the pending acquisition through the issuance of debt and/or equity-linked securities and existing liquidity.

Note 2 — Summary of Significant Accounting Policies

The accompanying condensed consolidated financial statements are unaudited and have been prepared in accordance with the rules and regulations of the SEC. They include all adjustments that we consider necessary for a fair statement of the results for the interim periods presented. Such adjustments consisted only of normal recurring items unless otherwise disclosed. The September 30, 2020, Condensed Consolidated Balance Sheet was derived from audited financial statements but does not include all footnote disclosures from the annual financial statements.

These financial statements should be read in conjunction with the financial statements and related notes included in the Company's 2020 Annual Report. Due to the seasonal nature of our businesses, the results of operations for interim periods are not necessarily indicative of the results to be expected for a full year.

Equity Method Investments. We account for privately held equity securities of entities without readily determinable fair values in which we do not have control, but have significant influence over operating and financial policies, under the equity method. Our equity method investments are primarily comprised of PennEast, Pennant and Pine Run.

Pine Run. In February 2021, Pine Run, a company jointly owned by Stonehenge and UGI Pine Run, LLC, a wholly-owned subsidiary of Energy Services, completed the acquisition of Pine Run Midstream, LLC from an affiliate of PennEnergy and minority partners for a preliminary purchase price of $205. Pine Run Midstream, LLC operates 43 miles of dry gas gathering pipeline and compression assets in Butler and Armstrong counties in western Pennsylvania. UGI Pine Run, LLC's 49% membership interest in Pine Run totaled $57 as of March 31, 2021 and is accounted for as an equity method investment as we have the ability to exercise significant influence, but not control, over the entity.

(Currency in millions, except per share amounts and where indicated otherwise)

PennEast. UGI PennEast, LLC and four other members comprising wholly owned subsidiaries of Southern Company, New Jersey Resources, South Jersey Industries, and Enbridge, Inc., each hold a 20% membership interest in PennEast. In September 2019, a panel of the U.S. Court of Appeals for the Third Circuit ruled that New Jersey's Eleventh Amendment immunity barred PennEast from bringing an eminent domain lawsuit in federal court, under the Natural Gas Act, against New Jersey or its agencies. PennEast filed a petition for declaratory order with the FERC regarding interpretation of the Natural Gas Act; the FERC issued an order favorable to PennEast's position on January 30, 2020. PennEast also filed a petition for a writ of certiorari to seek U.S. Supreme Court review of the Third Circuit decision on February 18, 2020. On February 3, 2021, the U.S. Supreme Court issued an order granting PennEast's petition for a writ of certiorari. The case was argued before the U.S. Supreme Court on April 28, 2021. The ultimate outcome of these matters cannot be determined at this time, and could result in delays, additional costs, or the inability to move forward with the project, resulting in an impairment of all or a portion of our investment in PennEast.

Restricted Cash. Restricted cash principally represents those cash balances in our commodity futures brokerage accounts that are restricted from withdrawal. The following table provides a reconciliation of the total cash, cash equivalents and restricted cash reported on the Condensed Consolidated Balance Sheets to the corresponding amounts reported on the Condensed Consolidated Statements of Cash Flows.

	March 31, 2021	March 31, 2020	September 30, 2020	September 30, 2019
Cash and cash equivalents	$ 444	$ 297	$ 336	$ 447
Restricted cash	28	104	21	64
Cash, cash equivalents and restricted cash	$ 472	$ 401	$ 357	$ 511

Earnings Per Common Share. Basic earnings per share attributable to UGI stockholders reflect the weighted-average number of common shares outstanding. Diluted earnings per share attributable to UGI stockholders include the effects of dilutive stock options and common stock awards.

Shares used in computing basic and diluted earnings per share are as follows:

	Three Months Ended March 31,		Six Months Ended March 31,	
	2021	2020	2021	2020
Denominator (thousands of shares):				
Weighted-average common shares outstanding — basic	208,930	208,941	208,849	209,151
Incremental shares issuable for stock options and awards (a)	1,162	867	1,014	1,343
Weighted-average common shares outstanding — diluted	210,092	209,808	209,863	210,494

(a) For the three and six months ended March 31, 2021 and 2020, there were 5,102 and 8,020 shares, respectively, associated with outstanding stock option awards that were excluded from the computation of diluted earnings per share above because their effect was antidilutive.

Derivative Instruments. Derivative instruments are reported on the Condensed Consolidated Balance Sheets at their fair values, unless the NPNS exception is elected. The accounting for changes in fair value depends upon the purpose of the derivative instrument, whether it is subject to regulatory ratemaking mechanisms or if it qualifies and is designated as a hedge for accounting purposes.

Certain of our derivative instruments qualify and are designated as cash flow hedges. For cash flow hedges, changes in the fair values of the derivative instruments are recorded in AOCI, to the extent effective at offsetting changes in the hedged item, until earnings are affected by the hedged item. We discontinue cash flow hedge accounting if occurrence of the forecasted transaction is determined to be no longer probable. Hedge accounting is also discontinued for derivatives that cease to be highly effective. We do not designate our commodity and certain foreign currency derivative instruments as hedges under GAAP. Changes in the fair values of these derivative instruments are reflected in net income. Gains and losses on substantially all of the commodity derivative instruments used by UGI Utilities are included in regulatory assets or liabilities because it is probable such gains or losses will be recoverable from, or refundable to, customers. From time to time, we also enter into net investment hedges. Gains and losses on net investment hedges that relate to our foreign operations are included in the cumulative translation adjustment component in AOCI until such foreign net investment is substantially sold or liquidated.

Cash flows from derivative instruments, other than certain cross-currency swaps and net investment hedges, if any, are included in cash flows from operating activities on the Condensed Consolidated Statements of Cash Flows. Cash flows from the interest portion of our cross-currency hedges, if any, are included in cash flows from operating activities while cash flows from the currency portion of such hedges, if any, are included in cash flows from financing activities. Cash flows from net investment hedges, if any, are included in cash flows from investing activities on the Condensed Consolidated Statements of Cash Flows.

For a more detailed description of the derivative instruments we use, our accounting for derivatives, our objectives for using them and other information, see Note 11.

Use of Estimates. The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses and costs. These estimates are based on management’s knowledge of current events, historical experience and various other assumptions that are believed to be reasonable under the circumstances. Accordingly, actual results may be different from these estimates and assumptions.

Reclassifications. Certain prior-period amounts have been reclassified to conform to the current-period presentation.

Note 3 — Accounting Changes

New Accounting Standard Adopted in Fiscal 2021

Credit Losses. Effective October 1, 2020, the Company adopted ASU 2016-13, “Measurement of Credit Losses on Financial Instruments,” including subsequent amendments, using a modified retrospective transition approach. This ASU, as subsequently amended, requires entities to estimate lifetime expected credit losses for financial instruments not measured at fair value through net income, including trade and other receivables, net investments in leases, financial receivables, debt securities, and other financial instruments, which may result in earlier recognition of credit losses. Further, the new current expected credit loss model may affect how entities estimate their allowance for losses related to receivables that are current with respect to their payment terms. The adoption of the new guidance did not have a material impact on our consolidated financial statements.

Accounting Standard Not Yet Adopted

Income Taxes. In December 2019, the FASB issued ASU 2019-12, “Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes.” This ASU simplifies the accounting for income taxes by eliminating certain exceptions within the existing guidance for recognizing deferred taxes for equity method investments, performing intraperiod allocations and calculating income taxes in interim periods. Further, this ASU clarifies existing guidance related to, among other things, recognizing deferred taxes for goodwill and allocated taxes to members of a consolidated group. This new guidance is effective for the Company for interim and annual periods beginning October 1, 2021 (Fiscal 2022). Early adoption is permitted; however, the Company expects to adopt the new guidance in the first quarter of Fiscal 2022. The Company is in the process of assessing the impact on its financial statements from the adoption of the new guidance.

Note 4 — Revenue from Contracts with Customers

The Company recognizes revenue when control of promised goods or services is transferred to customers in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services. See Note 4 in the Company’s 2020 Annual Report for additional information on our revenues from contracts with customers.

Notes to Condensed Consolidated Financial Statements
(unaudited)
(Currency in millions, except per share amounts and where indicated otherwise)

Revenue Disaggregation

The following tables present our disaggregated revenues by reportable segment:

Three Months Ended March 31, 2021	Total	Eliminations (a)	AmeriGas Propane	UGI International	Midstream & Marketing	UGI Utilities	Corporate & Other
Revenues from contracts with customers:							
Utility:							
Core Market:							
Residential	$ 243	$ —	$ —	$ —	$ —	$ 243	$ —
Commercial & Industrial	96	—	—	—	—	96	—
Large delivery service	44	—	—	—	—	44	—
Off-system sales and capacity releases	22	(25)	—	—	—	47	—
Other	7	—	—	—	—	7	—
Total Utility	412	(25)	—	—	—	437	—
Non-Utility:							
LPG:							
Retail	1,395	—	833	562	—	—	—
Wholesale	99	—	38	61	—	—	—
Energy Marketing	514	(39)	—	186	367	—	—
Midstream:							
Pipeline	48	—	—	—	48	—	—
Peaking	9	(53)	—	—	62	—	—
Other	2	—	—	—	2	—	—
Electricity Generation	3	—	—	—	3	—	—
Other	70	—	54	16	—	—	—
Total Non-Utility	2,140	(92)	925	825	482	—	—
Total revenues from contracts with customers	2,552	(117)	925	825	482	437	—
Other revenues (b)	29	(1)	15	9	2	5	(1)
Total revenues	$ 2,581	$ (118)	$ 940	$ 834	$ 484	$ 442	$ (1)

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Three Months Ended March 31, 2020	Total	Eliminations (a)	AmeriGas Propane	UGI International	Midstream & Marketing	UGI Utilities	Corporate & Other
Revenues from contracts with customers:							
Utility:							
Core Market:							
Residential	$ 212	$ —	$ —	$ —	$ —	$ 212	$ —
Commercial & Industrial	95	—	—	—	—	95	—
Large delivery service	42	—	—	—	—	42	—
Off-system sales and capacity releases	22	(16)	—	—	—	38	—
Other	5	—	—	—	—	5	—
Total Utility	376	(16)	—	—	—	392	—
Non-Utility:							
LPG:							
Retail	1,195	—	712	483	—	—	—
Wholesale	74	—	19	55	—	—	—
Energy Marketing	419	(22)	—	144	297	—	—
Midstream:							
Pipeline	45	—	—	—	45	—	—
Peaking	3	(54)	—	—	57	—	—
Other	1	—	—	—	1	—	—
Electricity Generation	8	—	—	—	8	—	—
Other	82	(2)	56	18	10	—	—
Total Non-Utility	1,827	(78)	787	700	418	—	—
Total revenues from contracts with customers	2,203	(94)	787	700	418	392	—
Other revenues (b)	26	—	15	4	4	1	2
Total revenues	$ 2,229	$ (94)	$ 802	$ 704	$ 422	$ 393	$ 2

UGI CORPORATION AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements
(unaudited)
(Currency in millions, except per share amounts and where indicated otherwise)

Six Months Ended March 31, 2021	Total	Eliminations (a)	AmeriGas Propane	UGI International	Midstream & Marketing	UGI Utilities	Corporate & Other
Revenues from contracts with customers:							
Utility:							
Core Market:							
Residential	$ 408	$ —	$ —	$ —	$ —	$ 408	$ —
Commercial & Industrial	156	—	—	—	—	156	—
Large delivery service	84	—	—	—	—	84	—
Off-system sales and capacity releases	37	(39)	—	—	—	76	—
Other	11	(1)	—	—	—	12	—
Total Utility	696	(40)	—	—	—	736	—
Non-Utility:							
LPG:							
Retail	2,450	—	1,405	1,045	—	—	—
Wholesale	158	—	57	101	—	—	—
Energy Marketing	894	(65)	—	341	618	—	—
Midstream:							
Pipeline	93	—	—	—	93	—	—
Peaking	11	(89)	—	—	100	—	—
Other	4	—	—	—	4	—	—
Electricity Generation	7	—	—	—	7	—	—
Other	142	—	110	32	—	—	—
Total Non-Utility	3,759	(154)	1,572	1,519	822	—	—
Total revenues from contracts with customers	4,455	(194)	1,572	1,519	822	736	—
Other revenues (b)	58	(2)	34	15	3	6	2
Total revenues	$ 4,513	$ (196)	$ 1,606	$ 1,534	$ 825	$ 742	$ 2

Notes to Condensed Consolidated Financial Statements
(unaudited)
(Currency in millions, except per share amounts and where indicated otherwise)

Six Months Ended March 31, 2020	Total	Eliminations (a)	AmeriGas Propane	UGI International	Midstream & Marketing	UGI Utilities	Corporate & Other
Revenues from contracts with customers:							
Utility:							
Core Market:							
Residential	$ 396	$ —	$ —	$ —	$ —	$ 396	$ —
Commercial & Industrial	163	—	—	—	—	163	—
Large delivery service	83	—	—	—	—	83	—
Off-system sales and capacity releases	39	(30)	—	—	—	69	—
Other	9	(1)	—	—	—	10	—
Total Utility	690	(31)	—	—	—	721	—
Non-Utility:							
LPG:							
Retail	2,289	—	1,343	946	—	—	—
Wholesale	140	—	41	99	—	—	—
Energy Marketing	782	(48)	—	268	562	—	—
Midstream:							
Pipeline	88	—	—	—	88	—	—
Peaking	7	(92)	—	—	99	—	—
Other	3	—	—	—	3	—	—
Electricity Generation	17	—	—	—	17	—	—
Other	162	(2)	115	30	19	—	—
Total Non-Utility	3,488	(142)	1,499	1,343	788	—	—
Total revenues from contracts with customers	4,178	(173)	1,499	1,343	788	721	—
Other revenues (b)	58	(1)	33	12	7	1	6
Total revenues	$ 4,236	$ (174)	$ 1,532	$ 1,355	$ 795	$ 722	$ 6

(a) Includes intersegment revenues principally among Midstream & Marketing, UGI Utilities and AmeriGas Propane.
(b) Primarily represents revenues from tank rentals at AmeriGas Propane and UGI International, revenues from certain gathering assets at Midstream & Marketing, revenues from alternative revenue programs at UGI Utilities, and gains and losses on commodity derivative instruments not associated with current-period transactions reflected in Corporate & Other, none of which are within the scope of ASC 606 and are accounted for in accordance with other GAAP.

Contract Balances

The timing of revenue recognition may differ from the timing of invoicing to customers or cash receipts. Contract assets represent our right to consideration after the performance obligations have been satisfied when such right is conditioned on something other than the passage of time. Contract assets were not material for all periods presented. Substantially all of our receivables are unconditional rights to consideration and are included in “Accounts receivable” and, in the case of UGI Utilities, “Accrued utility revenues” on the Condensed Consolidated Balance Sheets. Amounts billed are generally due within the following month.

Contract liabilities arise when payment from a customer is received before the performance obligations have been satisfied and represent the Company’s obligations to transfer goods or services to a customer for which we have received consideration. The balances of contract liabilities were $93, $161 and $88 at March 31, 2021, September 30, 2020 and March 31, 2020, respectively, and are included in “Other current liabilities” and “Other noncurrent liabilities” on the Condensed Consolidated Balance Sheets. Revenues recognized for the six months ended March 31, 2021 and 2020, from the amounts included in contract liabilities at September 30, 2020 and 2019, were $131 and $116, respectively.

(Currency in millions, except per share amounts and where indicated otherwise)

Remaining Performance Obligations

The Company excludes disclosures related to the aggregate amount of the transaction price allocated to certain performance obligations that are unsatisfied as of the end of the reporting period because these contracts have an initial expected term of one year or less, or we have a right to bill the customer in an amount that corresponds directly with the value of services provided to the customer to date. Certain contracts with customers at Midstream & Marketing and UGI Utilities contain minimum future performance obligations through 2047 and 2053, respectively. At March 31, 2021, Midstream & Marketing and UGI Utilities expect to record approximately $2.1 billion and $0.2 billion of revenues, respectively, related to the minimum future performance obligations over the remaining terms of the related contracts.

Note 5 — Inventories

Inventories comprise the following:

	March 31, 2021	September 30, 2020	March 31, 2020
Non-utility LPG and natural gas	$ 179	$ 164	$ 110
Gas Utility natural gas	3	20	3
Materials, supplies and other	86	57	67
Total inventories	$ 268	$ 241	$ 180

Note 6 — Utility Regulatory Assets and Liabilities and Regulatory Matters

For a description of the Company's regulatory assets and liabilities other than those described below, see Note 9 in the Company's 2020 Annual Report. Other than removal costs, UGI Utilities currently does not recover a rate of return on its regulatory assets listed below. The following regulatory assets and liabilities associated with UGI Utilities are included on the Condensed Consolidated Balance Sheets:

	March 31, 2021	September 30, 2020	March 31, 2020
Regulatory assets (a):			
Income taxes recoverable	$ 128	$ 124	$ 127
Underfunded pension and postretirement plans	169	175	172
Environmental costs	59	61	57
Removal costs, net	24	26	25
Other	18	11	10
Total regulatory assets	$ 398	$ 397	$ 391
Regulatory liabilities (a):			
Postretirement benefit overcollections	$ 12	$ 13	$ 14
Deferred fuel and power refunds	17	29	11
State tax benefits — distribution system repairs	29	28	28
PAPUC Temporary Rates Order	2	7	15
Excess federal deferred income taxes	270	274	277
Other	5	2	1
Total regulatory liabilities	$ 335	$ 353	$ 346

(a) Current regulatory assets are included in "Prepaid expenses and other current assets" and regulatory liabilities are included in "Other current liabilities" and "Other noncurrent liabilities" on the Condensed Consolidated Balance Sheets.

Deferred Fuel and Power Refunds. Gas Utility's and Electric Utility's tariffs contain clauses that permit recovery of all prudently incurred purchased gas and power costs through the application of PGC rates in the case of Gas Utility and DS tariffs in the case of Electric Utility. These clauses provide for periodic adjustments to PGC and DS rates for differences between the total amount of purchased gas and electric generation supply costs billed to customers and recoverable costs incurred. Net undercollected costs are classified as a regulatory asset and net overcollections are classified as a regulatory liability.

Gas Utility uses derivative instruments to reduce volatility in the cost of gas it purchases for retail core-market customers. Realized and unrealized gains or losses on natural gas derivative instruments are included in deferred fuel and power costs or refunds. Net unrealized gains (losses) on such contracts at March 31, 2021, September 30, 2020 and March 31, 2020 were $1, $8 and $(1), respectively.

Other Regulatory Matters

Base Rate Filings. On February 8, 2021, Electric Utility filed a rate request with the PAPUC to increase its annual base distribution revenues by $9. The increased revenues would fund ongoing system improvements and operations necessary to maintain safe and reliable electric service. Electric Utility requested that the new electric rates become effective April 9, 2021. The PAPUC entered an Order on March 11, 2021, suspending the effective date for the rate increase to allow for investigation and public hearings. Unless a settlement is reached sooner, this review process is expected to last up to nine months from the date of filing. The Company cannot predict the timing or the ultimate outcome of the rate case review process.

On January 28, 2020, Gas Utility filed a request with the PAPUC to increase its annual base distribution operating revenues by $75 annually. On October 8, 2020, the PAPUC issued a final Order approving a settlement that permits Gas Utility to increase its annual base distribution rates by $20, through a phased approach, with $10 beginning January 1, 2021 and an additional $10 beginning July 1, 2021. Additionally, Gas Utility was authorized to implement a DSIC once Gas Utility total property, plant and equipment less accumulated depreciation reached $2,875. This threshold was achieved in December 2020, and Gas Utility implemented a DSIC effective April 1, 2021. The PAPUC's final Order also includes enhanced COVID-19 customer assistance measures, including the establishment of an Emergency Relief Program for a defined set of payment troubled customers ("ERP"). Additionally, the PAPUC's final Order permits Gas Utility to establish a regulatory asset for certain incremental expenses attributable to the ongoing COVID-19 pandemic, most notably expenses related to the ERP and uncollectible accounts expense, through the effective date of rates in the next Gas Utility base rate case, to be recovered and amortized over a 10-year period. In accordance with the terms of the PAPUC's final Order, Gas Utility is not permitted to file a rate case prior to January 1, 2022.

On January 28, 2019, Gas Utility filed a rate request with the PAPUC to increase the base operating revenues for residential, commercial, and industrial customers throughout its Pennsylvania service territory by an aggregate $71. On October 4, 2019, the PAPUC issued a final Order approving a settlement that permitted Gas Utility, effective October 11, 2019, to increase its base distribution revenues by $30 under a single consolidated tariff, approved a plan for uniform class rates, and permitted Gas Utility to extend its Energy Efficiency and Conservation and Growth Extension Tariff programs by an additional term of five years. The PAPUC's final Order approved a negative surcharge, to return to customers $24 of tax benefits experienced by Gas Utility over the period January 1, 2018 to June 30, 2018, plus applicable interest, in accordance with the May 17, 2018 PAPUC Order, which became effective for a twelve-month period beginning on October 11, 2019, the effective date of Gas Utility's new base rates.

Note 7 — Debt

Subsequent Events

UGI Corporation Senior Credit Facility. On April 29, 2021, the Company repaid $30 of borrowings on its five-year $300 revolving credit facility under the UGI Corporation Senior Credit Facility. As a result of this repayment, the Company classified these repayments as "Current maturities of long-term debt" on the March 31, 2021 Condensed Consolidated Balance Sheet. The remaining $245 of outstanding borrowings on this revolving credit facility are classified as "Long-term debt" on the March 31, 2021 Condensed Consolidated Balance Sheet as management intends to maintain a substantial portion of these borrowings beyond twelve months from balance sheet date.

Also, on May 4, 2021, UGI amended the existing UGI Corporation Senior Credit Facility. The 2021 UGI Corporation Senior Credit Facility (1) extends the maturity date of the previous three-year $300 term loan included in the existing UGI Corporation Senior Credit Facility, which is now due in May 2025; and (2) includes a new four-year $300 term loan commitment. Proceeds from new borrowings under the 2021 UGI Corporation Senior Credit Facility may be used to finance a portion of the Mountaineer Acquisition and for general corporate purposes.

New borrowings under the 2021 UGI Corporation Senior Credit Facility bear interest subject to our election, at either (1) the associated prime rate plus a margin or (2) an adjusted LIBOR or an alternate benchmark rate plus a margin and are due in their entirety at the maturity date. The applicable margin on the new borrowings, which is dependent upon a ratio of consolidated net indebtedness to consolidated EBITDA, as defined, or UGI's credit ratings, ranges from 0.125% to 1.50% if the prime rate option is elected and 1.125% to 2.50% if the LIBOR option is elected.

The 2021 UGI Corporation Senior Credit Facility restricts the ability of UGI to, among other things, incur additional indebtedness, make investments, incur liens, and effect mergers, consolidations and sales of assets. The 2021 UGI Corporation Senior Credit Facility also requires UGI not to exceed a ratio of consolidated net indebtedness to consolidated EBITDA, each as defined and calculated on a rolling four-quarter basis as of the last day of each fiscal quarter of 4.50 to 1.00 and raised to 4.75 to 1.00 during an Acquisition Period, as defined by the agreement. Under certain circumstances relating to UGI's credit ratings, UGI may also be required to maintain a ratio of consolidated EBITDA to consolidated interest expense, each as defined, as of the last day of each fiscal quarter of not less than 3.50 to 1.00.

Note 8 — Commitments and Contingencies

Environmental Matters

UGI Utilities

From the late 1800s through the mid-1900s, UGI Utilities and its former subsidiaries owned and operated a number of MGPs prior to the general availability of natural gas. Some constituents of coal tars and other residues of the manufactured gas process are today considered hazardous substances under the Superfund Law and may be present on the sites of former MGPs. Between 1882 and 1953, UGI Utilities owned the stock of subsidiary gas companies in Pennsylvania and elsewhere and also operated the businesses of some gas companies under agreement. By the early 1950s, UGI Utilities divested all of its utility operations other than certain gas and electric operations. Beginning in 2006 and 2008, UGI Utilities also owned and operated two acquired subsidiaries, with similar histories of owning, and in some cases operating, MGPs in Pennsylvania.

Prior to October 1, 2020, UGI Utilities was subject to three COAs with the PADEP to address the remediation of specified former MGP sites in Pennsylvania and, in the case of one COA, the plugging of specified natural gas wells. Effective October 1, 2020, the COAs were consolidated into one agreement that supersedes the existing agreements, and which is scheduled to terminate at the end of 2031. In accordance with the consolidated COA, UGI Utilities is required to either obtain a certain number of points per calendar year based on defined eligible environmental investigatory and/or remedial activities at the MGPs, or make expenditures for such activities in an amount equal to an annual environmental minimum expenditure threshold. The annual minimum expenditure required under the consolidated COA is $5. The consolidated COA permits the transfer of the specified wells, with related costs counted towards the annual minimum expenditure. At March 31, 2021, September 30, 2020 and March 31, 2020, our aggregate estimated accrued liabilities for environmental investigation and remediation costs related to the current COA and the predecessor agreements totaled $50, $53 and $49, respectively.

We do not expect the costs for investigation and remediation of hazardous substances at Pennsylvania MGP sites to be material to UGI Utilities' results of operations because UGI Utilities receives ratemaking recovery of actual environmental investigation and remediation costs associated with the sites covered by the COA. This ratemaking recognition reconciles the accumulated difference between historical costs and rate recoveries with an estimate of future costs associated with the sites. As such, UGI Utilities has recorded an associated regulatory asset for these costs because recovery of these costs from customers is probable (see Note 6).

From time to time, UGI Utilities is notified of sites outside Pennsylvania on which private parties allege MGPs were formerly owned or operated by UGI Utilities or owned or operated by a former subsidiary. Such parties generally investigate the extent of environmental contamination or perform environmental remediation. Management believes that under applicable law UGI Utilities should not be liable in those instances in which a former subsidiary owned or operated an MGP. There could be, however, significant future costs of an uncertain amount associated with environmental damage caused by MGPs outside Pennsylvania that UGI Utilities directly operated, or that were owned or operated by a former subsidiary of UGI Utilities if a court were to conclude that (1) the subsidiary's separate corporate form should be disregarded, or (2) UGI Utilities should be considered to have been an operator because of its conduct with respect to its subsidiary's MGP. Neither the undiscounted nor the accrued liability for environmental investigation and cleanup costs for UGI Utilities' MGP sites outside Pennsylvania was material for all periods presented.

AmeriGas Propane

AmeriGas OLP Saranac Lake. In 2008, the NYDEC notified AmeriGas OLP that the NYDEC had placed property purportedly owned by AmeriGas OLP in Saranac Lake, New York on the New York State Registry of Inactive Hazardous Waste Disposal Sites. A site characterization study performed by the NYDEC disclosed contamination related to a former MGP. AmeriGas OLP responded to the NYDEC in 2009 to dispute the contention it was a PRP as it did not operate the MGP and appeared to only own a portion of the site. In 2017, the NYDEC communicated to AmeriGas OLP that the NYDEC had previously issued three RODs related to remediation of the site totaling approximately $28 and requested additional information regarding AmeriGas OLP's purported ownership. AmeriGas OLP renewed its challenge to designation as a PRP and identified potential defenses. The NYDEC subsequently identified a third party PRP with respect to the site.

The NYDEC commenced implementation of the remediation plan in the spring of 2018. Based on our evaluation of the available information as of March 31, 2021, the Partnership has an undiscounted environmental remediation liability of $8 related to the site. Our share of the actual remediation costs could be significantly more or less than the accrued amount.

Other Matters

Purported Class Action Lawsuits. Between May and October of 2014, purported class action lawsuits were filed in multiple jurisdictions against the Partnership/UGI and a competitor by certain of their direct and indirect customers. The class action lawsuits allege, among other things, that the Partnership and its competitor colluded, beginning in 2008, to reduce the fill level of portable propane cylinders from 17 pounds to 15 pounds and combined to persuade their common customer, Walmart Stores, Inc., to accept that fill reduction, resulting in increased cylinder costs to retailers and end-user customers in violation of federal and certain state antitrust laws. The claims seek treble damages, injunctive relief, attorneys' fees and costs on behalf of the putative classes.

On October 16, 2014, the United States Judicial Panel on Multidistrict Litigation transferred all of these purported class action cases to the Western Missouri District Court. As the result of rulings on a series of procedural filings, including petitions filed with the Eighth Circuit and the U.S. Supreme Court, both the federal and state law claims of the direct customer plaintiffs and the state law claims of the indirect customer plaintiffs were remanded to the Western Missouri District Court. The decision of the Western Missouri District Court to dismiss the federal antitrust claims of the indirect customer plaintiffs was upheld by the Eighth Circuit. On April 15, 2019, the Western Missouri District Court ruled that it has jurisdiction over the indirect purchasers' state law claims and that the indirect customer plaintiffs have standing to pursue those claims. On August 21, 2019, the District Court partially granted the Company's motion for judgment on the pleadings and dismissed the claims of indirect customer plaintiffs from ten states and the District of Columbia.

On October 2, 2019, the Partnership reached an agreement to resolve the claims of the direct purchaser class of plaintiffs; the agreement received final court approval on June 18, 2020. On September 18, 2020, the Partnership and counsel for the indirect purchaser plaintiffs filed a joint statement with the court that they had reached an agreement in principle to settle the claims of the remaining classes and plaintiffs; the settlement received final court approval on March 30, 2021.

Although we cannot predict the final results of these pending claims and legal actions, we believe, after consultation with counsel, that the final outcome of these matters will not have a material effect on our financial statements.

In addition to the matters described above, there are other pending claims and legal actions arising in the normal course of our businesses. Although we cannot predict the final results of these pending claims and legal actions, we believe, after consultation with counsel, that the final outcome of these matters will not have a material effect on our financial statements.

(Currency in millions, except per share amounts and where indicated otherwise)

Note 9 — Defined Benefit Pension and Other Postretirement Plans

The Company maintains defined benefit plans and other postretirement plans for certain current and former employees. The service cost component of our pension and other postretirement plans, net of amounts capitalized, is reflected in "Operating and administrative expenses" on the Condensed Consolidated Statements of Income. The non-service cost component, net of amounts capitalized by UGI Utilities as a regulatory asset, is reflected in "Other non-operating income (expense), net" on the Condensed Consolidated Statements of Income. Other postretirement benefit cost was not material for all periods presented. Net periodic pension cost includes the following components:

	Pension Benefits	
Three Months Ended March 31,	2021	2020
Service cost	$ 3	$ 3
Interest cost	6	6
Expected return on assets	(10)	(9)
Curtailment gain	—	(1)
Amortization of:		
Actuarial loss	3	3
Net cost	$ 2	$ 2

Six Months Ended March 31,	2021	2020
Service cost	$ 6	$ 6
Interest cost	11	12
Expected return on assets	(20)	(19)
Curtailment gain	—	(1)
Amortization of:		
Actuarial loss	7	7
Net cost	$ 4	$ 5

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Note 10 — Fair Value Measurements

Recurring Fair Value Measurements

The following table presents, on a gross basis, our financial assets and liabilities, including both current and noncurrent portions, that are measured at fair value on a recurring basis within the fair value hierarchy:

	Asset (Liability)			
	Level 1	Level 2	Level 3	Total
March 31, 2021:				
Derivative instruments:				
Assets:				
Commodity contracts	$ 73	$ 162	$ —	$ 235
Foreign currency contracts	$ —	$ 25	$ —	$ 25
Liabilities:				
Commodity contracts	$ (63)	$ (9)	$ —	$ (72)
Foreign currency contracts	$ —	$ (12)	$ —	$ (12)
Interest rate contracts	$ —	$ (39)	$ —	$ (39)
Non-qualified supplemental postretirement grantor trust investments (a)	$ 40	$ —	$ —	$ 40
September 30, 2020:				
Derivative instruments:				
Assets:				
Commodity contracts	$ 68	$ 39	$ —	$ 107
Foreign currency contracts	$ —	$ 32	$ —	$ 32
Liabilities:				
Commodity contracts	$ (54)	$ (64)	$ —	$ (118)
Foreign currency contracts	$ —	$ (14)	$ —	$ (14)
Interest rate contracts	$ —	$ (55)	$ —	$ (55)
Non-qualified supplemental postretirement grantor trust investments (a)	$ 42	$ —	$ —	$ 42
March 31, 2020:				
Derivative instruments:				
Assets:				
Commodity contracts	$ 36	$ 12	$ —	$ 48
Foreign currency contracts	$ —	$ 59	$ —	$ 59
Liabilities:				
Commodity contracts	$ (92)	$ (222)	$ —	$ (314)
Foreign currency contracts	$ —	$ (7)	$ —	$ (7)
Interest rate contracts	$ —	$ (54)	$ —	$ (54)
Non-qualified supplemental postretirement grantor trust investments (a)	$ 39	$ —	$ —	$ 39

(a) Consists primarily of mutual fund investments held in grantor trusts associated with non-qualified supplemental retirement plans.

The fair values of our Level 1 exchange-traded commodity futures and option contracts and non-exchange-traded commodity futures and forward contracts are based upon actively quoted market prices for identical assets and liabilities. The remainder of our derivative instruments are designated as Level 2. The fair values of certain non-exchange-traded commodity derivatives designated as Level 2 are based upon indicative price quotations available through brokers, industry price publications or recent market transactions and related market indicators. The fair values of our Level 2 interest rate contracts and foreign currency contracts are based upon third-party quotes or indicative values based on recent market transactions. The fair values of investments held in grantor trusts are derived from quoted market prices as substantially all of the investments in these trusts have active markets.

(Currency in millions, except per share amounts and where indicated otherwise)

Other Financial Instruments

The carrying amounts of other financial instruments included in current assets and current liabilities (except for current maturities of long-term debt) approximate their fair values because of their short-term nature. We estimate the fair value of long-term debt by using current market rates and by discounting future cash flows using rates available for similar type debt (Level 2). The carrying amounts and estimated fair values of our long-term debt (including current maturities but excluding unamortized debt issuance costs) were as follows:

	March 31, 2021	September 30, 2020	March 31, 2020
Carrying amount	$ 6,046	$ 6,081	$ 5,879
Estimated fair value	$ 6,362	$ 6,504	$ 5,736

Financial instruments other than derivative instruments, such as short-term investments and trade accounts receivable, could expose us to concentrations of credit risk. We limit credit risk from short-term investments by investing only in investment-grade commercial paper, money market mutual funds, securities guaranteed by the U.S. Government or its agencies and FDIC insured bank deposits. The credit risk arising from concentrations of trade accounts receivable is limited because we have a large customer base that extends across many different U.S. markets and a number of foreign countries. For information regarding concentrations of credit risk associated with our derivative instruments, see Note 11.

Note 11 — Derivative Instruments and Hedging Activities

We are exposed to certain market risks related to our ongoing business operations. Management uses derivative financial and commodity instruments, among other things, to manage: (1) commodity price risk; (2) interest rate risk; and (3) foreign currency exchange rate risk. Although we use derivative financial and commodity instruments to reduce market risk associated with forecasted transactions, we do not use derivative financial and commodity instruments for speculative or trading purposes. The use of derivative instruments is controlled by our risk management and credit policies, which govern, among other things, the derivative instruments we can use, counterparty credit limits and contract authorization limits. Although our commodity derivative instruments extend over a number of years, a significant portion of our commodity derivative instruments economically hedge commodity price risk during the next twelve months. For information on the accounting for our derivative instruments, see Note 2.

The following summarizes the types of derivative instruments used by the Company to manage certain market risks:

Commodity Price Risk

Regulated Utility Operations

Natural Gas

Gas Utility’s tariffs contain clauses that permit recovery of all prudently incurred costs of natural gas it sells to retail core-market customers, including the cost of financial instruments used to hedge purchased gas costs. As permitted and agreed to by the PAPUC pursuant to Gas Utility’s annual PGC filings, Gas Utility currently uses NYMEX natural gas futures and option contracts to reduce commodity price volatility associated with a portion of the natural gas it purchases for its retail core-market customers. See Note 6 for further information on the regulatory accounting treatment for these derivative instruments.

Non-utility Operations

LPG

In order to manage market price risk associated with the Partnership’s fixed-price programs and to reduce the effects of short-term commodity price volatility, the Partnership uses over-the-counter derivative commodity instruments, principally price swap contracts. In addition, the Partnership and our UGI International operations also use over-the-counter price swap contracts to reduce commodity price volatility associated with a portion of their forecasted LPG purchases.

Natural Gas

In order to manage market price risk relating to fixed-price sales contracts for physical natural gas, Midstream & Marketing enters into NYMEX and over-the-counter natural gas futures and over-the-counter and ICE natural gas basis swap contracts. In addition, Midstream & Marketing uses NYMEX and over-the-counter futures and options contracts to economically hedge price volatility associated with the gross margin derived from the purchase and anticipated later near-term sale of natural gas storage inventories. Outside of the financial market, Midstream & Marketing also uses ICE and over-the-counter forward physical contracts. UGI International also uses natural gas futures and forward contracts to economically hedge market price risk associated with fixed-price sales contracts with its customers.

Electricity

In order to manage market price risk relating to fixed-price sales contracts for electricity, Midstream & Marketing enters into electricity futures and forward contracts. Midstream & Marketing also uses NYMEX and over-the-counter electricity futures contracts to economically hedge the price of a portion of its anticipated future sales of electricity from its electric generation facilities. UGI International also uses electricity futures and forward contracts to economically hedge market price risk associated with fixed-price sales and purchase contracts for electricity.

Interest Rate Risk

Certain of our long-term debt agreements have interest rates that are generally indexed to short-term market interest rates. In order to fix the underlying short-term market interest rates, we may enter into pay-fixed, receive-variable interest rate swap agreements and designate such swaps as cash flow hedges.

The remainder of our long-term debt is typically issued at fixed rates of interest. As this long-term debt matures, we typically refinance such debt with new debt having interest rates reflecting then-current market conditions. In order to reduce market rate risk on the underlying benchmark rate of interest associated with near- to medium-term forecasted issuances of fixed-rate debt, from time to time, we enter into IRPAs. We account for IRPAs as cash flow hedges. There were no unsettled IRPAs during any of the periods presented. At March 31, 2021, the amount of pre-tax net losses associated with interest rate hedges (excluding pay-fixed, receive-variable interest rate swaps) expected to be reclassified into earnings during the next twelve months is $4.

Foreign Currency Exchange Rate Risk

Forward Foreign Currency Exchange Contracts

In order to reduce the volatility in net income associated with our foreign operations, principally as a result of changes in the U.S. dollar exchange rate to the euro and British pound sterling, we enter into forward foreign currency exchange contracts. We layer in these foreign currency exchange contracts over a multi-year period to eventually equal approximately 90% of anticipated UGI International foreign currency earnings before income taxes. Because these contracts are not designated as hedging instruments, realized and unrealized gains and losses on these contracts are recorded in “Other non-operating income (expense), net,” on the Condensed Consolidated Statements of Income.

Net Investment Hedges

From time to time, we also enter into certain forward foreign currency exchange contracts to reduce the volatility of the U.S. dollar value of a portion of our UGI International euro-denominated net investments. We account for these foreign currency exchange contracts as net investment hedges and all changes in the fair value of these contracts are reported in the cumulative translation adjustment component in AOCI.

Our euro-denominated long-term debt has also been designated as net investment hedges of a portion of our UGI International euro-denominated net investment. We recognized pre-tax gains (losses) associated with these net investment hedges in the cumulative translation adjustment component in AOCI of $31 and $11 during the three months ended March 31, 2021 and 2020, respectively, $(1) and $(9) during the six months ended March 31, 2021 and 2020, respectively.

Quantitative Disclosures Related to Derivative Instruments

The following table summarizes by derivative type the gross notional amounts related to open derivative contracts at March 31, 2021, September 30, 2020 and March 31, 2020, and the final settlement dates of the Company's open derivative contracts as of March 31, 2021, excluding those derivatives that qualified for the NPNS exception:

			Notional Amounts (in millions)		
Type	Units	Settlements Extending Through	March 31, 2021	September 30, 2020	March 31, 2020
Commodity Price Risk:					
Regulated Utility Operations					
Gas Utility NYMEX natural gas futures and option contracts	Dekatherms	February 2022	12	22	11
Non-utility Operations					
LPG swaps	Gallons	September 2023	557	846	816
Natural gas futures, forward, basis swap, options and pipeline contracts	Dekatherms	September 2025	338	339	343
Electricity forward and futures contracts	Kilowatt hours	December 2024	4,773	4,705	3,663
Interest Rate Risk:					
Interest rate swaps	Euro	October 2022	€ 300	€ 300	€ 300
Interest rate swaps	USD	July 2024	$ 1,302	$ 1,344	$ 1,351
Foreign Currency Exchange Rate Risk:					
Forward foreign currency exchange contracts	USD	January 2024	$ 384	$ 511	$ 460
Net investment hedge forward foreign exchange contracts	Euro	October 2024	€ 173	€ 173	€ 173

Derivative Instrument Credit Risk

We are exposed to risk of loss in the event of nonperformance by our derivative instrument counterparties. Our derivative instrument counterparties principally comprise large energy companies and major U.S. and international financial institutions. We maintain credit policies with regard to our counterparties that we believe reduce overall credit risk. These policies include evaluating and monitoring our counterparties' financial condition, including their credit ratings, and entering into agreements with counterparties that govern credit limits or entering into netting agreements that allow for offsetting counterparty receivable and payable balances for certain financial transactions, as deemed appropriate. Certain of these agreements call for the posting of collateral by the counterparty or by the Company in the forms of letters of credit, parental guarantees or cash. Additionally, our commodity exchange traded futures contracts generally require cash deposits in margin accounts. Restricted cash in brokerage accounts is reported in "Restricted cash" on the Condensed Consolidated Balance Sheets. Although we have concentrations of credit risk associated with derivative instruments, the maximum amount of loss we would incur if these counterparties failed to perform according to the terms of their contracts, based upon the gross fair values of the derivative instruments, was not material at March 31, 2021. Certain of the Partnership's derivative contracts have credit-risk-related contingent features that may require the posting of additional collateral in the event of a downgrade of the Partnership's debt rating. At March 31, 2021, if the credit-risk-related contingent features were triggered, the amount of collateral required to be posted would not be material.

Offsetting Derivative Assets and Liabilities

Derivative assets and liabilities are presented net by counterparty on the Condensed Consolidated Balance Sheets if the right of offset exists. We offset amounts recognized for the right to reclaim cash collateral or the obligation to return cash collateral against amounts recognized for derivative instruments executed with the same counterparty. Our derivative instruments include both those that are executed on an exchange through brokers and centrally cleared and over-the-counter transactions. Exchange contracts utilize a financial intermediary, exchange or clearinghouse to enter, execute or clear the transactions. Over-the-counter contracts are bilateral contracts that are transacted directly with a third party. Certain over-the-counter and exchange contracts contain contractual rights of offset through master netting arrangements, derivative clearing agreements and contract default provisions. In addition, the contracts are subject to conditional rights of offset through counterparty nonperformance, insolvency or other conditions.

In general, most of our over-the-counter transactions and all exchange contracts are subject to collateral requirements. Types of collateral generally include cash or letters of credit. Cash collateral paid by us to our over-the-counter derivative counterparties, if any, is reflected in the table below to offset derivative liabilities. Cash collateral received by us from our over-the-counter derivative counterparties, if any, is reflected in the table below to offset derivative assets. Certain other accounts receivable and accounts payable balances recognized on the Condensed Consolidated Balance Sheets with our derivative counterparties are not included in the table below but could reduce our net exposure to such counterparties because such balances are subject to master netting or similar arrangements.

Notes to Condensed Consolidated Financial Statements
(unaudited)
(Currency in millions, except per share amounts and where indicated otherwise)

Fair Value of Derivative Instruments

The following table presents the Company’s derivative assets and liabilities by type, as well as the effects of offsetting:

	March 31, 2021	September 30, 2020	March 31, 2020
Derivative assets:			
Derivatives designated as hedging instruments:			
Foreign currency contracts	$ 16	$ 17	$ 28
Derivatives subject to PGC and DS mechanisms:			
Commodity contracts	2	7	1
Derivatives not designated as hedging instruments:			
Commodity contracts	233	100	47
Foreign currency contracts	9	15	31
	242	115	78
Total derivative assets — gross	260	139	107
Gross amounts offset in the balance sheet	(35)	(57)	(26)
Cash collateral received	(37)	—	—
Total derivative assets — net	$ 188	$ 82	$ 81
Derivative liabilities:			
Derivatives designated as hedging instruments:			
Interest rate contracts	$ (39)	$ (55)	$ (54)
Derivatives subject to PGC and DS mechanisms:			
Commodity contracts	(1)	—	(2)
Derivatives not designated as hedging instruments:			
Commodity contracts	(71)	(118)	(312)
Foreign currency contracts	(12)	(14)	(7)
	(83)	(132)	(319)
Total derivative liabilities — gross	(123)	(187)	(375)
Gross amounts offset in the balance sheet	35	57	26
Cash collateral pledged	—	7	58
Total derivative liabilities — net	$ (88)	$ (123)	$ (291)

Notes to Condensed Consolidated Financial Statements
(unaudited)
(Currency in millions, except per share amounts and where indicated otherwise)

Effects of Derivative Instruments

The following tables provide information on the effects of derivative instruments on the Condensed Consolidated Statements of Income and changes in AOCI:

Three Months Ended March 31,:

	Gain (Loss) Recognized in AOCI		Loss Reclassified from AOCI into Income		Location of Loss Reclassified from AOCI into Income
Cash Flow Hedges:	2021	2020	2021	2020	
Interest rate contracts	6	(50)	(6)	(1)	Interest expense
Net Investment Hedges:					
Foreign currency contracts	$ 7	$ 14			

	Gain (Loss) Recognized in Income		
Derivatives Not Designated as Hedging Instruments:	2021	2020	Location of Gain (Loss) Recognized in Income
Commodity contracts	$ (2)	$ 6	Revenues
Commodity contracts	135	(206)	Cost of sales
Commodity contracts	(2)	—	Operating and administrative expenses
Foreign currency contracts	17	11	Other non-operating income (expense), net
Total	$ 148	$ (189)	

Six Months Ended March 31,:

	Gain (Loss) Recognized in AOCI		Loss Reclassified from AOCI into Income		Location of Loss Reclassified from AOCI into Income
Cash Flow Hedges:	2021	2020	2021	2020	
Interest rate contracts	$ 6	$ (42)	$ (13)	$ (2)	Interest expense
Net Investment Hedges:					
Foreign currency contracts	$ (1)	$ 10			

	Gain (Loss) Recognized in Income		
Derivatives Not Designated as Hedging Instruments:	2021	2020	Location of Gain (Loss) Recognized in Income
Commodity contracts	$ 1	$ 8	Revenues
Commodity contracts	238	(239)	Cost of sales
Commodity contracts	5	—	Other operating income, net
Foreign currency contracts	(3)	—	Other non-operating income (expense), net
Total	$ 241	$ (231)	

We are also a party to a number of other contracts that have elements of a derivative instrument. However, these contracts qualify for NPNS exception accounting because they provide for the delivery of products or services in quantities that are expected to be used in the normal course of operating our business and the price in the contract is based on an underlying that is directly associated with the price of the product or service being purchased or sold. These contracts include, among others, binding purchase orders, contracts that provide for the purchase and delivery, or sale, of energy products, and service contracts that require the counterparty to provide commodity storage, transportation or capacity service to meet our normal sales commitments.

(Currency in millions, except per share amounts and where indicated otherwise)

Note 12 — Accumulated Other Comprehensive Income (Loss)

The tables below present changes in AOCI, net of tax:

Three Months Ended March 31, 2021	Postretirement Benefit Plans	Derivative Instruments	Foreign Currency	Total
AOCI — December 31, 2020	$ (26)	$ (49)	$ (4)	$ (79)
Other comprehensive income (loss) before reclassification adjustments	—	4	(56)	(52)
Amounts reclassified from AOCI	1	4	—	5
Other comprehensive income (loss) attributable to UGI	1	8	(56)	(47)
AOCI — March 31, 2021	$ (25)	$ (41)	$ (60)	$ (126)

Three Months Ended March 31, 2020	Postretirement Benefit Plans	Derivative Instruments	Foreign Currency	Total
AOCI — December 31, 2019	$ (26)	$ (18)	$ (119)	$ (163)
Other comprehensive loss before reclassification adjustments	—	(36)	(33)	(69)
Amounts reclassified from AOCI	2	—	—	2
Other comprehensive income (loss) attributable to UGI	2	(36)	(33)	(67)
AOCI — March 31, 2020	$ (24)	$ (54)	$ (152)	$ (230)

Six Months Ended March 31, 2021	Postretirement Benefit Plans	Derivative Instruments	Foreign Currency	Total
AOCI — September 30, 2020	$ (26)	$ (54)	$ (67)	$ (147)
Other comprehensive income before reclassification adjustments	—	4	7	11
Amounts reclassified from AOCI	1	9	—	10
Other comprehensive income attributable to UGI	1	13	7	21
AOCI — March 31, 2021	$ (25)	$ (41)	$ (60)	$ (126)

Six Months Ended March 31, 2020	Postretirement Benefit Plans	Derivative Instruments	Foreign Currency	Total
AOCI — September 30, 2019	$ (26)	$ (25)	$ (166)	$ (217)
Other comprehensive (loss) income before reclassification adjustments	—	(30)	14	(16)
Amounts reclassified from AOCI	2	1	—	3
Other comprehensive income (loss) attributable to UGI	2	(29)	14	(13)
AOCI — March 31, 2020	$ (24)	$ (54)	$ (152)	$ (230)

Note 13 — Segment Information

Our operations comprise four reportable segments generally based upon products or services sold, geographic location and regulatory environment: (1) AmeriGas Propane; (2) UGI International; (3) Midstream & Marketing; and (4) UGI Utilities.

Corporate & Other includes certain items that are excluded from our CODM's assessment of segment performance (see below for further details on these items). Corporate & Other also includes the net expenses of UGI's captive general liability insurance company, UGI's corporate headquarters facility and UGI's unallocated corporate and general expenses as well as interest expense on UGI debt that is not allocated. Corporate & Other assets principally comprise cash and cash equivalents of UGI and its captive insurance company, and UGI corporate headquarters' assets. The accounting policies of our reportable segments are the same as those described in Note 2, "Summary of Significant Accounting Policies," in the Company's 2020 Annual Report.

(Currency in millions, except per share amounts and where indicated otherwise)

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Three Months Ended March 31, 2021	Total	Eliminations	AmeriGas Propane	UGI International	Midstream & Marketing	UGI Utilities	Corporate & Other (a)
Revenues from external customers	$ 2,581	$ —	$ 940	$ 834	$ 392	$ 417	$ (2)
Intersegment revenues	$ —	$ (118) (b)	$ —	$ —	$ 92	$ 25	$ 1
Cost of sales	$ 1,274	$ (117) (b)	$ 431	$ 491	$ 343	$ 202	$ (76)
Operating income	$ 671	$ —	$ 239	$ 147	$ 90	$ 142	$ 53
Income from equity investees	10	—	—	—	10 (c)	—	—
Other non-operating income, net	18	—	—	2	—	—	16
Earnings before interest expense and income taxes	699	—	239	149	100	142	69
Interest expense	(78)	—	(40)	(6)	(11)	(14)	(7)
Income before income taxes	$ 621	$ —	$ 199	$ 143	$ 89	$ 128	$ 62
Depreciation and amortization	$ 126	$ —	$ 44	$ 34	$ 19	$ 29	$ —
Capital expenditures (including the effects of accruals)	$ 124	$ —	$ 30	$ 18	$ 12	$ 64	$ —

Three Months Ended March 31, 2020	Total	Eliminations	AmeriGas Propane	UGI International	Midstream & Marketing	UGI Utilities	Corporate & Other (a)
Revenues from external customers	$ 2,229	$ —	$ 802	$ 704	$ 344	$ 377	$ 2
Intersegment revenues	$ —	$ (94) (b)	$ —	$ —	$ 78	$ 16	$ —
Cost of sales	$ 1,248	$ (94) (b)	$ 325	$ 402	$ 299	$ 185	$ 131
Operating income (loss)	$ 362	$ —	$ 206	$ 117	$ 71	$ 116	$ (148)
Income from equity investees	8	—	—	—	8 (c)	—	—
Other non-operating income, net	12	—	—	9	—	—	3
Earnings (loss) before interest expense and income taxes	382	—	206	126	79	116	(145)
Interest expense	(83)	—	(41)	(8)	(11)	(13)	(10)
Income (loss) before income taxes	$ 299	$ —	$ 165	$ 118	$ 68	$ 103	$ (155)
Depreciation and amortization	$ 121	$ —	$ 45	$ 31	$ 19	$ 26	$ —
Capital expenditures (including the effects of accruals)	$ 158	$ —	$ 35	$ 22	$ 23	$ 78	$ —

Six Months Ended March 31, 2021	Total	Eliminations	AmeriGas Propane	UGI International	Midstream & Marketing	UGI Utilities	Corporate & Other (a)
Revenues from external customers	$ 4,513	$ —	$ 1,606	$ 1,534	$ 671	$ 702	$ —
Intersegment revenues	$ —	$ (196) (b)	$ —	$ —	$ 154	$ 40	$ 2
Cost of sales	$ 2,107	$ (194) (b)	$ 703	$ 874	$ 580	$ 334	$ (190)
Operating income	$ 1,173	$ —	$ 380	$ 282	$ 142	$ 219	$ 150
Income from equity investees	17	—	—	—	17 (c)	—	—
Other non-operating (expense) income, net	(1)	—	—	3	—	1	(5)
Earnings before interest expense and income taxes	1,189	—	380	285	159	220	145
Interest expense	(156)	—	(80)	(13)	(21)	(28)	(14)
Income before income taxes	$ 1,033	$ —	$ 300	$ 272	$ 138	$ 192	$ 131
Depreciation and amortization	$ 250	$ —	$ 87	$ 67	$ 37	$ 58	$ 1
Capital expenditures (including the effects of accruals)	$ 276	$ —	$ 57	$ 47	$ 29	$ 143	$ —
As of March 31, 2021							
Total assets	$ 14,945	$ (227)	$ 4,515	$ 3,576	$ 2,893	$ 3,982	$ 206

Notes to Condensed Consolidated Financial Statements
(unaudited)
(Currency in millions, except per share amounts and where indicated otherwise)

Six Months Ended March 31, 2020	Total	Eliminations	AmeriGas Propane	UGI International	Midstream & Marketing	UGI Utilities	Corporate & Other (a)
Revenues from external customers	$ 4,236	$ —	$ 1,532	$ 1,355	$ 653	$ 691	$ 5
Intersegment revenues	$ —	$ (174) (b)	$ —	$ —	$ 142	$ 31	$ 1
Cost of sales	$ 2,256	$ (173) (b)	$ 614	$ 770	$ 563	$ 336	$ 146
Operating income (loss)	$ 739	$ —	$ 371	$ 213	$ 126	$ 208	$ (179)
Income from equity investees	15	—	—	—	15 (c)	—	—
Other non-operating income (expense), net	—	—	—	13	—	—	(13)
Earnings (loss) before interest expense and income taxes	754	—	371	226	141	208	(192)
Interest expense	(167)	—	(83)	(15)	(23)	(27)	(19)
Income (loss) before income taxes	$ 587	$ —	$ 288	$ 211	$ 118	$ 181	$ (211)
Depreciation and amortization	$ 240	$ —	$ 89	$ 62	$ 37	$ 52	$ —
Capital expenditures (including the effects of accruals)	$ 311	$ —	$ 74	$ 42	$ 46	$ 149	$ —
As of March 31, 2020							
Total assets	$ 14,136	$ (370)	$ 4,509	$ 3,227	$ 2,824	$ 3,730	$ 216

Notes to Condensed Consolidated Financial Statements
(unaudited)
(Currency in millions, except per share amounts and where indicated otherwise)

(a) Corporate & Other includes specific items attributable to our reportable segments that are not included in the segment profit measures used by our CODM in assessing our reportable segments' performance or allocating resources. The following table presents such pre-tax gains (losses) which have been included in Corporate & Other, and the reportable segments to which they relate:

Three Months Ended March 31, 2021	Location on Income Statement	AmeriGas Propane	UGI International	Midstream & Marketing
Net losses on commodity derivative instruments not associated with current-period transactions	Revenues	$ —	$ —	$ (2)
Net gains on commodity derivative instruments not associated with current-period transactions	Cost of sales	$ 27	$ 48	$ 1
Unrealized gains on foreign currency derivative instruments	Other non-operating income (expense), net	$ —	$ 15	$ —
Business transformation expenses	Operating and administrative expenses	$ (14)	$ (3)	$ —

Three Months Ended March 31, 2020	Location on Income Statement	AmeriGas Propane	UGI International	Midstream & Marketing
Net gains on commodity derivative instruments not associated with current-period transactions	Revenues	$ —	$ —	$ 3
Net (losses) gains on commodity derivative instruments not associated with current-period transactions	Cost of sales	$ (21)	$ (118)	$ 6
Unrealized gains on foreign currency derivative instruments	Other non-operating income (expense), net	$ —	$ 2	$ —
Acquisition and integration expenses associated with the CMG Acquisition	Operating and administrative expenses	$ —	$ —	$ (1)
Business transformation expenses	Operating and administrative expenses	$ (13)	$ (6)	$ —

Six Months Ended March 31, 2021	Location on Income Statement	AmeriGas Propane	UGI International	Midstream & Marketing
Net gains (losses) on commodity derivative instruments not associated with current-period transactions	Cost of sales	$ 64	$ 154	$ (28)
Unrealized losses on foreign currency derivative instruments	Other non-operating income (expense), net	$ —	$ (5)	$ —
Business transformation expenses	Operating and administrative expenses	$ (26)	$ (6)	$ —

Six Months Ended March 31, 2020	Location on Income Statement	AmeriGas Propane	UGI International	Midstream & Marketing
Net gains on commodity derivative instruments not associated with current-period transactions	Revenues	$ —	$ —	$ 5
Net losses on commodity derivative instruments not associated with current-period transactions	Cost of sales	$ (12)	$ (132)	$ (3)
Unrealized losses on foreign currency derivative instruments	Other non-operating income (expense), net	$ —	$ (13)	$ —
Acquisition and integration expenses associated with the CMG Acquisition	Operating and administrative expenses	$ —	$ —	$ (2)
Business transformation expenses	Operating and administrative expenses	$ (24)	$ (12)	$ —

(b) Represents the elimination of intersegment transactions principally among Midstream & Marketing, UGI Utilities and AmeriGas Propane.

Notes to Condensed Consolidated Financial Statements
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(Currency in millions, except per share amounts and where indicated otherwise)

(c) Includes AFUDC associated with PennEast and equity income primarily from Pennant and Pine Run.

Note 14 — Business Transformation Initiatives

AmeriGas and UGI International. Beginning in Fiscal 2019, we began executing on multi-year business transformation initiatives at our AmeriGas Propane and UGI International business segments. These initiatives are designed to improve long-term operational performance by, among other things, reducing costs and improving efficiency in the areas of sales and marketing, supply and logistics, operations, purchasing, and administration. In addition, these business transformation initiatives focus on enhancing the customer experience through, among other things, enhanced customer relationship management and an improved digital customer experience. In connection with these initiatives, we recognized expenses of $17 and $19 during the three months ended March 31, 2021 and 2020, respectively, and $32 and $36 during the six months ended March 31, 2021 and 2020, respectively. These expenses principally comprising consulting, advisory, marketing and employee-related costs and are primarily reflected in “Operating and administrative expenses” on the Condensed Consolidated Statements of Income.

Corporate Services. Beginning in Fiscal 2020, we initiated a transformation project focused on our support functions including: finance, procurement, human resources, and information technology. This initiative will standardize processes and activities across our global platform, while leveraging the use of best practices and efficiencies between our businesses. Amounts reflected in “Operating and administrative expenses” on the Condensed Consolidated Statement of Income in connection with this initiative, during the three and six months ended March 31, 2021, were not material.

Note 15 — Impact of Global Pandemic

In March 2020, the WHO declared a global pandemic attributable to the outbreak and continued spread of COVID-19 that has had a significant impact throughout the global economy. In connection with the mitigation and containment procedures recommended by the WHO, the CDC, and as imposed by federal, state, and local governmental authorities, including shelter-in-place orders, quarantines and similar restrictions, the Company implemented a variety of procedures to protect our employees, third-party business partners, and customers worldwide. The Company continues to provide essential products and services to its global customers in a safe and reliable manner, and will continue to do so in compliance with mandated restrictions presented by each of the markets it serves. The Company continues to evaluate and react to the potential effects of a prolonged disruption and the continued impact on its results of operations. These items may include, but are not limited to: the financial condition of its customers; decreased availability and demand for its products and services; realization of accounts receivable; impairment considerations related to certain current assets, long-lived assets and goodwill; delays related to current and future projects; and the effects of government stimulus efforts including tax legislation in response to COVID-19. While its operations and financial performance continue to be impacted by COVID-19, the Company cannot predict the duration or magnitude of the pandemic and the total effects on its business, financial position, results of operations, liquidity or cash flows at this time.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward-Looking Statements

Information contained in this Quarterly Report on Form 10-Q may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act. Such statements use forward-looking words such as "believe," "plan," "anticipate," "continue," "estimate," "expect," "may," or other similar words. These statements discuss plans, strategies, events or developments that we expect or anticipate will or may occur in the future.

A forward-looking statement may include a statement of the assumptions or bases underlying the forward-looking statement. We believe that we have chosen these assumptions or bases in good faith and that they are reasonable. However, we caution you that actual results almost always vary from assumed facts or bases, and the differences between actual results and assumed facts or bases can be material, depending on the circumstances. When considering forward-looking statements, you should keep in mind the following important factors that could affect our future results and could cause those results to differ materially from those expressed in our forward-looking statements: (1) weather conditions, including increasingly uncertain weather patterns due to climate change, resulting in reduced demand and the seasonal nature of our business; (2) cost volatility and availability of propane and other LPG, electricity, and natural gas, as well as the availability of LPG cylinders and the capacity to transport product to our customers; (3) changes in domestic and foreign laws and regulations, including safety, tax, consumer protection, data privacy, accounting matters, and environmental, including regulatory responses to climate change; (4) inability to timely recover costs through utility rate proceedings; (5) the impact of pending and future legal or regulatory proceedings, inquiries or investigations; (6) competitive pressures from the same and alternative energy sources; (7) failure to acquire new customers or retain current customers thereby reducing or limiting any increase in revenues; (8) liability for environmental claims; (9) increased customer conservation measures due to high energy prices and improvements in energy efficiency and technology resulting in reduced demand; (10) adverse labor relations; (11) customer, counterparty, supplier, or vendor defaults; (12) liability for uninsured claims and for claims in excess of insurance coverage, including those for personal injury and property damage arising from explosions, terrorism, natural disasters, pandemics and other catastrophic events that may result from operating hazards and risks incidental to generating and distributing electricity and transporting, storing and distributing natural gas in all forms; (13) transmission or distribution system service interruptions; (14) political, regulatory and economic conditions in the United States, Europe and other foreign countries, including the current conflicts in the Middle East and the withdrawal of the United Kingdom from the European Union, and foreign currency exchange rate fluctuations, particularly the euro; (15) capital market conditions, including reduced access to capital markets and interest rate fluctuations; (16) changes in commodity market prices resulting in significantly higher cash collateral requirements; (17) reduced distributions from subsidiaries impacting the ability to pay dividends; (18) changes in Marcellus and Utica Shale gas production; (19) the availability, timing and success of our acquisitions, commercial initiatives and investments to grow our businesses; (20) our ability to successfully integrate acquired businesses and achieve anticipated synergies; (21) the interruption, disruption, failure or malfunction of our information technology systems, including due to cyber attack; (22) the inability to complete pending or future energy infrastructure projects; (23) our ability to achieve the operational benefits and cost efficiencies expected from the completion of pending and future business transformation initiatives including the impact of customer service disruptions resulting in potential customer loss due to the transformation activities; (24) uncertainties related to a global pandemic, including the duration and/or impact of the COVID-19 pandemic; and (25) the extent to which we are able to utilize certain tax benefits currently available under the CARES Act and similar tax legislation and whether such benefits will remain available in the future.

These factors, and those factors set forth in Item 1A. Risk Factors in the Company's 2020 Annual Report, are not necessarily all of the important factors that could cause actual results to differ materially from those expressed in any of our forward-looking statements. Other unknown or unpredictable factors could also have material adverse effects on future results. We undertake no obligation to update publicly any forward-looking statement whether as a result of new information or future events except as required by the federal securities laws.

ANALYSIS OF RESULTS OF OPERATIONS

The following analyses compare the Company's results of operations for the 2021 three-month period with the 2020 three-month period and the 2021 six-month period with the 2020 six-month period. Our analyses of results of operations should be read in conjunction with the segment information included in Note 13 to Condensed Consolidated Financial Statements.

Because most of our businesses sell or distribute energy products used in large part for heating purposes, our results are significantly influenced by temperatures in our service territories, particularly during the heating-season months of October through March. As a result, our operating results, excluding the effects of gains and losses on commodity derivative instruments not associated with current-period transactions as further discussed below, are significantly higher in our first and second fiscal quarters.

Recent Developments

Pending Acquisition of Mountaineer Gas Company

On December 29, 2020, UGI Corporation signed a definitive agreement to acquire Mountaineer, the largest natural gas distribution company in West Virginia for a preliminary purchase price of $540 million, which includes the assumption of approximately $140 million of long-term debt. Mountaineer serves nearly 215,000 customers across 50 of the state's 55 counties. The pending acquisition is subject to customary regulatory and other closing conditions, including approval by the Public Service Commission of West Virginia, and is expected to close in the second half of calendar year 2021. UGI currently expects to finance the pending acquisition through the issuance of debt and/or equity-linked securities and existing liquidity.

COVID-19 Pandemic

In March 2020, the WHO declared a global pandemic attributable to the outbreak and continued spread of COVID-19 that has had a significant impact throughout the global economy. In connection with the mitigation and containment procedures recommended by the WHO, the CDC, and as imposed by federal, state, and local governmental authorities, including shelter-in-place orders, quarantines and similar restrictions, we implemented a variety of procedures to protect our employees, third-party business partners, and customers worldwide. Although our results continue to be impacted by COVID-19 in Fiscal 2021, we continue to provide essential products and services to our global customers in a safe and reliable manner and will continue to do so in compliance with mandated restrictions presented by each of the markets we serve. We continue to evaluate and react to the potential effects of a prolonged disruption and the continued impact on our results of operations. These items may include, but are not limited to: the financial condition of our customers; decreased availability and demand for our products and services; realization of accounts receivable; impairment considerations related to certain current assets, long-lived assets and goodwill; delays related to current and future projects; and the effects of government stimulus efforts including tax legislation (see "Interest Expense and Income Taxes" below) in response to COVID-19.

We cannot predict the duration or total magnitude of the pandemic and the total effects on our business, financial position, results of operations, liquidity or cash flows at this time, but we remain focused on managing our financial condition and liquidity throughout this global crisis.

Business Transformation Initiatives

Corporate Services. Beginning in Fiscal 2020, we initiated a transformation project focused on our support functions including: finance, procurement, human resources, and information technology. This initiative will standardize processes and activities across our global platform, while leveraging the use of best practices and efficiencies between our businesses. While this initiative is being coordinated across multiple support functions, each area is at a different stage of transformation and will undergo the required changes over the next two to three years. In connection with these activities, we expect to incur approximately $40 million of non-recurring costs during that time resulting in more than $15 million of ongoing annualized savings by Fiscal 2023.

AmeriGas Propane. At AmeriGas Propane, we began executing on business transformation initiatives during Fiscal 2019 focused on efficiency and effectiveness in the following key areas: customer digital experience; customer relationship management; operating process redesign and specialization; distribution and routing optimization; sales and marketing effectiveness; purchasing and general and administrative efficiencies; and supply and logistics. The transformation activities will continue to be carried out over Fiscal 2021 and may result in customer service disruptions over the near term. However, once completed, these initiatives are expected to provide total annual benefits of more than $140 million by the end of Fiscal 2022 which will allow us to improve profitability and cash flow through operational efficiencies and expense reductions and enable increased investment into base business customer retention and growth initiatives, including the reduction of margins in select segments of our base business. We estimate the total cost of executing on these initiatives, including approximately $100 million of related capital expenditures, to be approximately $200 million.

UGI International. At our UGI International LPG business, we launched an initiative in Fiscal 2019 and embarked on a process of identifying operational synergies across all 17 countries in which we currently do business. We call this initiative Project Alliance, the goal of which is to focus attention on enhanced customer service and safe and efficient operations through the establishment of two centers of excellence. One such center will be focused on commercial excellence to identify and execute projects that improve the customer's experience. The second center will be focused on operational excellence across our distribution network and our filling centers. The business activities are in process and will continue to be executed primarily during Fiscal 2021. Once completed, these activities are expected to generate over €30 million of annual benefits. We estimate the total cumulative cost of executing on these Project Alliance initiatives, including approximately €10 million related to IT capital expenditures, to be approximately €55 million.

Non-GAAP Financial Measures

UGI management uses “adjusted net income attributable to UGI Corporation” and “adjusted diluted earnings per share,” both of which are non-GAAP financial measures, when evaluating UGI’s overall performance. Management believes that these non-GAAP measures provide meaningful information to investors about UGI’s performance because they eliminate gains and losses on commodity and certain foreign currency derivative instruments not associated with current-period transactions and other significant discrete items that can affect the comparison of period-over-period results.

UGI does not designate its commodity and certain foreign currency derivative instruments as hedges under GAAP. Volatility in net income attributable to UGI Corporation can occur as a result of gains and losses on such derivative instruments not associated with current-period transactions. These gains and losses result principally from recording changes in unrealized gains and losses on unsettled commodity and certain foreign currency derivative instruments and, to a much lesser extent, certain realized gains and losses on settled commodity derivative instruments that are not associated with current-period transactions. However, because these derivative instruments economically hedge anticipated future purchases or sales of energy commodities, or in the case of certain foreign currency derivatives reduce volatility in anticipated future earnings associated with our foreign operations, we expect that such gains or losses will be largely offset by gains or losses on anticipated future energy commodity transactions or mitigate volatility in anticipated future earnings. Non-GAAP financial measures are not in accordance with, or an alternative to, GAAP and should be considered in addition to, and not as a substitute for, the comparable GAAP measures.

The following tables reflect the adjustments referred to above and reconcile net income attributable to UGI Corporation, the most directly comparable GAAP measure, to adjusted net income attributable to UGI Corporation, and reconcile diluted earnings per share, the most directly comparable GAAP measure, to adjusted diluted earnings per share:

Adjusted net income attributable to UGI Corporation	Three Months Ended March 31,		Six Months Ended March 31,	
(Dollars in millions)	2021	2020	2021	2020
AmeriGas Propane	$ 150	$ 122	$ 224	$ 213
UGI International	99	75	191	148
Midstream & Marketing	64	50	99	86
UGI Utilities	99	82	148	143
Corporate & Other (a)	77	(103)	130	(152)
Net income attributable to UGI Corporation	489	226	792	438
Net (gains) losses on commodity derivative instruments not associated with current-period transactions (net of tax of $22, $(41), $53, and $(43), respectively)	(52)	89	(137)	99
Unrealized (gains) losses on foreign currency derivative instruments (net of tax of $4, $1, $(1), and $(3), respectively)	(11)	(1)	4	10
Acquisition and integration expenses associated with the CMG Acquisition (net of tax of $0, $(1), $0, and $(1), respectively)	—	—	—	1
Acquisition expenses associated with the pending Mountaineer Acquisition (net of tax of $0, $0, $(1), and $0, respectively)	1	—	2	—
Business transformation expenses (net of tax of $(5), $(5), $(9), and $(10), respectively)	14	14	27	26
Impact of change in Italian tax law (b)	(23)	—	(23)	—
Total adjustments (a) (c)	(71)	102	(127)	136
Adjusted net income attributable to UGI Corporation	$ 418	$ 328	$ 665	$ 574

	Three Months Ended March 31,		Six Months Ended March 31,	
Adjusted diluted earnings per share	2021	2020	2021	2020
AmeriGas Propane	$ 0.71	$ 0.58	$ 1.07	$ 1.01
UGI International	0.47	0.36	0.91	0.70
Midstream & Marketing	0.31	0.24	0.47	0.41
UGI Utilities	0.47	0.39	0.71	0.68
Corporate & Other (a)	0.37	(0.50)	0.61	(0.72)
Earnings per share - diluted	2.33	1.07	3.77	2.08
Net (gains) losses on commodity derivative instruments not associated with current-period transactions	(0.25)	0.43	(0.65)	0.47
Unrealized (gains) losses on foreign currency derivative instruments	(0.05)	(0.01)	0.02	0.05
Acquisition and integration expenses associated with the CMG Acquisition	—	—	—	0.01
Acquisition expenses associated with the pending Mountaineer Acquisition	—	—	0.01	—
Business transformation expenses	0.07	0.07	0.13	0.12
Impact of change in Italian tax law (b)	(0.11)	—	(0.11)	—
Total adjustments (a)	(0.34)	0.49	(0.60)	0.65
Adjusted earnings per share - diluted	$ 1.99	$ 1.56	$ 3.17	$ 2.73

(a) Corporate & Other includes certain adjustments made to our reporting segments in arriving at net income attributable to UGI Corporation. These adjustments have been excluded from the segment results to align with the measure used by our CODM in assessing segment performance and allocating resources. See Note 13 to Condensed Consolidated Financial

Statements for additional information related to these adjustments, as well as other items included within Corporate & Other.
(b) See "Interest Expense and Income Taxes" below for additional information related to this adjustment.
(c) Income taxes associated with pre-tax adjustments determined using statutory business unit tax rates.

EXECUTIVE OVERVIEW

2021 three-month period compared with 2020 three-month period

Discussion. Net income attributable to UGI Corporation for the 2021 three-month period was $489 million (equal to $2.33 per diluted share) compared to $226 million (equal to $1.07 per diluted share) during the 2020 three-month period. Net income attributable to UGI Corporation in the 2021 three-month period reflects net gains from changes in unrealized commodity derivative instruments and certain foreign currency derivative instruments compared to net losses on comparable instruments in the prior-year period. Net income attributable to UGI Corporation also reflects business transformation expenses of $14 million in both the 2021 and 2020 three-month periods, as well as a $23 million tax benefit in the 2021 three-month period related to an election made in connection with a tax law change in Italy.

Adjusted net income attributable to UGI Corporation for the 2021 three-month period was $418 million (equal to $1.99 per diluted share) compared to $328 million (equal to $1.56 per diluted share) during the 2020 three-month period. The increase in adjusted net income attributable to UGI Corporation during the 2021 three-month period largely reflects higher earnings contributions from each of our business segments which benefited from colder weather compared to the prior-year period, higher average LPG unit margins including effective margin management efforts, and the increase in UGI Utilities base rates that went into effect on January 1, 2021.

AmeriGas Propane's adjusted net income attributable to UGI Corporation increased $28 million in the 2021 three-month period. This increase was largely attributable to higher total margin on improved retail volumes reflecting colder weather compared to the prior-year period and higher average unit margins due to effective margin management efforts.

UGI International's adjusted net income attributable to UGI Corporation increased $24 million in the 2021 three-month period principally reflecting higher total margin which benefited from colder weather compared to the prior-year period, improved retail LPG volumes and average unit margins including effective margin management efforts, and the translation effects of stronger foreign currencies in the 2021 three-month period. These positive factors were partially offset by lower realized gains on foreign currency exchange contracts and higher operating and administrative expenses compared to the prior-year period.

Midstream & Marketing's adjusted net income attributable to UGI Corporation increased $14 million in the 2021 three-month period reflecting higher earnings attributable to natural gas and renewable energy activities including the impact of acquisitions and new assets placed into service, favorable capacity management margin, and lower operating and administrative expenses compared to the prior-year period.

UGI Utilities' adjusted net income attributable to UGI Corporation increased $17 million in the 2021 three-month period compared to the prior-year period. The increase was largely attributable to higher Gas Utility margin reflecting the effects of colder weather compared to the prior-year period and the increase in base rates that went into effect on January 1, 2021. These positive factors were partially offset by higher depreciation expenses related to continued capital improvement activities compared to the prior-year period.

2021 six-month period compared with 2020 six-month period

Discussion. Net income attributable to UGI Corporation for the 2021 six-month period was $792 million (equal to $3.77 per diluted share) compared to $438 million (equal to $2.08 per diluted share) during the 2020 six-month period. Net income attributable to UGI Corporation in the 2021 six-month period reflects net gains from changes in unrealized commodity derivative instruments and certain foreign currency derivative instruments compared to net losses on comparable instruments in the prior-year period. Net income attributable to UGI Corporation also reflects business transformation expenses of $27 million and $26 million, respectively, in the 2021 and 2020 six-month periods, as well as a $23 million tax benefit in the 2021 six-month period related to an election made in connection with a tax law change in Italy.

Adjusted net income attributable to UGI Corporation for the 2021 six-month period was $665 million (equal to $3.17 per diluted share) compared to $574 million (equal to $2.73 per diluted share) during the 2020 six-month period. The increase in adjusted net income attributable to UGI Corporation during the 2021 six-month period reflects higher earnings contributions from each of our business segments which benefited from colder weather compared to the prior-year period, effective expense management efforts, the increase in base rates at UGI Utilities that went into effect on January 1, 2021, and the effects of acquisitions and assets placed into service. These positive impacts were partially offset by the effects of COVID-19 compared to the prior-year period.

AmeriGas Propane's adjusted net income attributable to UGI Corporation increased $11 million in the 2021 six-month period. This increase principally reflects lower operating and administrative expenses, including partial benefits related to ongoing transformation initiatives, and lower interest expense compared to the prior-year period. These positive factors were partially offset by lower retail propane margin primarily attributable to lower volumes.

UGI International's adjusted net income attributable to UGI Corporation increased $43 million in the 2021 six-month period principally reflecting higher total margin due to higher bulk and heating-related LPG retail volumes on colder weather compared to the prior-year period, and higher average LPG unit margins including effective margin management efforts. These positive factors were partially offset by higher operating and administrative expenses principally reflecting the translation effects of stronger foreign currencies compared to the prior-year period.

Midstream & Marketing's adjusted net income attributable to UGI Corporation increased $13 million in the 2021 six-month period largely driven by higher total margin attributable to capacity management, natural gas, and renewable energy activities compared to the prior-year period. These positive factors were partially offset by the absence of earnings contributions from assets divested in the prior year.

UGI Utilities' adjusted net income attributable to UGI Corporation increased $5 million in the 2021 six-month period compared to the prior-year period. The increase was largely attributable to higher Gas Utility margin reflecting increased base rates that went into effect on January 1, 2021, and the effects of colder weather compared to the prior-year period. These positive factors were largely offset by higher depreciation expense related to continued capital improvement activities, and slightly higher operating and administrative expenses compared to the prior-year period.

SEGMENT RESULTS OF OPERATIONS

2021 Three-Month Period Compared with the 2020 Three-Month Period

AmeriGas Propane

For the three months ended March 31,	2021	2020	Increase	
(Dollars in millions)				
Revenues	$ 940	$ 802	$ 138	17 %
Total margin (a)	$ 509	$ 477	$ 32	7 %
Operating and administrative expenses	$ 233	$ 231	$ 2	1 %
Operating income/earnings before interest expense and income taxes	$ 239	$ 206	$ 33	16 %
Retail gallons sold (millions)	356	340	16	5 %
Heating degree days—% warmer than normal (b)	(2.2)%	(10.7)%	—	—

(a) Total margin represents total revenues less total cost of sales.

(b) Beginning in Fiscal 2021, deviation from average heating degree days is determined on a rolling 10-year period utilizing volume-weighted weather data based on weather statistics provided by NOAA for 344 regions in the United States, excluding Alaska and Hawaii. Prior-period amounts have been restated to conform to the current-period presentation.

Average temperatures during the 2021 three-month period were 2.2% warmer than normal but 8.4% colder than the prior-year period. Total retail gallons sold during the 2021 three-month period were 5% higher principally reflecting higher residential and resale volumes attributable to colder weather compared to the prior-year period and pandemic-related usage. These increases were partially offset by the effects of structural conservation and other residual volume loss and the continued impact of COVID-19 on commercial and motor fuel volumes.

Total revenues increased $138 million during the 2021 three-month period largely reflecting higher average retail and wholesale propane selling prices ($104 million) and the higher retail propane volumes ($33 million) compared to the prior-year period. Average daily wholesale propane commodity prices at Mont Belvieu, Texas, one of the major supply points in the U.S., were significantly higher during the 2021 three-month period (approximately 143%) compared to such prices during the prior-year period. Total cost of sales increased $106 million during the 2021 three-month period principally reflecting the higher average total propane product costs ($88 million) and higher total propane volumes ($17 million).

AmeriGas Propane total margin increased $32 million in the 2021 three-month period reflecting the higher retail propane volumes ($20 million) and higher average retail unit margins including ($15 million) compared to the prior-year period due to effective margin management efforts. These positive impacts were partially offset by lower non-propane margin attributable to fees and services ($3 million).

Operating income and earnings before interest expense and income taxes both increased $33 million during the 2021 three-month period principally reflecting the increase in total margin. Operating and administrative expenses were slightly higher in the 2021 three-month period reflecting, among other things, higher employee related cost primarily attributable to incentive compensation ($3 million), increased advertising costs ($2 million) and higher telecommunications expenses ($2 million) partially offset by lower general insurance costs ($5 million). Operating and administrative expenses continue to reflect the partial benefits related to the previously mentioned ongoing business transformation initiatives.

UGI International

For the three months ended March 31,		2021		2020		Increase	
(Dollars in millions)							
Revenues	$	834	$	704	$	130	18 %
Total margin (a)	$	343	$	295	$	48	16 %
Operating and administrative expenses	$	164	$	147	$	17	12 %
Operating income	$	147	$	117	$	30	26 %
Earnings before interest expense and income taxes	$	149	$	126	$	23	18 %
LPG retail gallons sold (millions)		242		230		12	5 %
Heating degree days—% warmer than normal (b)		(3.4)%		(14.7)%		—	—

(a) Total margin represents revenues less cost of sales and, in the 2020 three-month period, LPG cylinder filling costs of $7 million. For financial statement purposes, LPG cylinder filling costs in the 2020 three-month period are included in “Operating and administrative expenses” on the 2020 Condensed Consolidated Statement of Income (but are excluded from operating and administrative expenses presented above). LPG cylinder filling costs are included in “Cost of sales” on the 2021 Condensed Consolidated Statement of Income.

(b) Beginning in Fiscal 2021, deviation from average heating degree days is determined on a rolling 10-year period utilizing volume-weighted weather data at locations in our UGI International service territories. Prior-period amounts have been restated to conform to the current-period presentation.

Average temperatures during the 2021 three-month period were 3.4% warmer than normal but 11.8% colder than the prior-year period. Total LPG retail gallons sold during the 2021 three-month period increased 5% reflecting higher bulk volumes attributable to increased heating-related bulk sales related to colder weather and higher cylinder volumes compared to the prior-year period. These volume improvements were partially offset by the continued impact of COVID-19 on certain commercial and industrial volumes. Average wholesale prices for propane and butane during the 2021 three-month period in northwest Europe were approximately 47% and 13% higher, respectively, compared with the prior-year period.

UGI International base-currency results are translated into U.S. dollars based upon exchange rates experienced during the reporting periods. The functional currency of a significant portion of our UGI International results is the euro and, to a much lesser extent, the British pound sterling. During the 2021 and 2020 three-month periods, the average unweighted euro-to-dollar translation rates were approximately $1.21 and $1.10, respectively, and the average unweighted British pound sterling-to-dollar translation rates were approximately $1.38 and $1.28, respectively. Fluctuations in these foreign currency exchange rates can have a significant impact on the individual financial statement components discussed below. The net effect of changes in foreign currency exchange rates on UGI International’s earnings before interest expense and income taxes resulted in a net benefit of $13 million in the 2021 three-month period. However, the impact of these changes is mitigated by the effects of forward foreign currency exchange contracts entered into over a multi-year period intended to substantially offset this volatility. These forward foreign currency exchange contracts resulted in realized net gains of $2 million and $9 million, respectively, in the 2021 and 2020 three-month periods.

UGI International revenues and cost of sales increased $130 million and $82 million, respectively, during the 2021 three-month period. The increase in both revenues and cost of sales principally reflects the translation effects of stronger foreign currencies (approximately $69 million and $40 million, respectively), the effects of higher average LPG selling prices and product costs compared to the prior-year period, and the previously mentioned increase in retail LPG volumes. Energy marketing activities during the 2021 three-month period also contributed to the increased revenues and cost of sales largely related to higher natural gas volumes compared to the prior-year period.

UGI International total margin increased $48 million during the 2021 three-month period reflecting the translation effects of stronger foreign currencies (approximately $29 million), higher average LPG unit margins and the previously mentioned increase in bulk and cylinder volumes. These positive impacts were partially offset by lower autogas and other low-margin volumes. The increase in average LPG unit margins includes the continued effects of margin management efforts.

UGI International operating income and earnings before interest expense and income taxes increased $30 million and $23 million, respectively, during the 2021 three-month period compared to the prior-year period. The increase in operating income principally reflects the increase in total margin partially offset by higher operating and administrative expenses ($17 million) largely attributable to the effects of stronger foreign currencies (approximately $13 million) compared to the prior-year period. Higher maintenance and distribution costs related to the increased volumes also contributed to the increase in operating and administrative expenses, substantially offset by lower employee costs, travel and entertainment expenses and uncollectible accounts expense. The increase in earnings before interest expense and income taxes in the 2021 three-month period largely reflects the higher operating income, and was partially offset by lower realized gains on foreign currency exchange contracts entered into in order to reduce volatility in UGI International earnings resulting from the effects of changes in foreign currency exchange rates ($7 million).

Midstream & Marketing

For the three months ended March 31,	2021		2020		Increase (Decrease)		
(Dollars in millions)							
Revenues	$	484	$	422	$	62	15 %
Total margin (a)	$	141	$	123	$	18	15 %
Operating and administrative expenses	$	28	$	34	$	(6)	(18)%
Operating income	$	90	$	71	$	19	27 %
Earnings before interest expense and income taxes	$	100	$	79	$	21	27 %

(a) Total margin represents revenues less cost of sales.

Average temperatures across Midstream & Marketing’s energy marketing territory during the 2021 three-month period were 5.8% warmer than normal but 11.7% colder than the prior-year period. Beginning in Fiscal 2021, deviation from average heating degree days is determined on a rolling 10-year period utilizing volume-weighted weather data. Prior-period amounts have been restated to conform to the current-period presentation. Midstream & Marketing’s prior year results include contributions from its HVAC business and ownership interest in Conemaugh, both of which were sold in September 2020.

Midstream & Marketing revenues for the 2021 three-month period were $62 million higher than the prior-year period principally reflecting increased revenues from natural gas marketing activities ($50 million), renewable energy marketing activities ($15 million), and capacity management activities ($6 million). These revenue increases were partially offset by the absence of revenues attributable to its former HVAC business and ownership interest in Conemaugh ($14 million). Midstream & Marketing cost of sales were $343 million in the 2021 three-month period compared to $299 million in the prior-year period. This $44 million increase largely reflects increased cost of sales attributable to natural gas ($40 million) and renewable energy ($9 million) marketing activities, partially offset by the absence of costs attributable to HVAC and Conemaugh ($7 million). The significant increases in both natural gas revenues and cost of sales during the 2021 three-month period are largely attributable to higher average natural gas prices compared to the prior-year period.

Midstream & Marketing total margin increased $18 million in the 2021 three-month period reflecting higher margin from natural gas ($10 million) and renewable energy ($6 million) marketing activities, improved capacity management margin ($6 million), and higher margin from natural gas gathering activities ($4 million). These margin improvements include the impact of acquisitions and new assets placed into service since March 31, 2020, and were partially offset by the absence of margins attributable to HVAC and Conemaugh ($7 million) in 2021 three-month period.

Midstream & Marketing operating income and earnings before interest expense and income taxes during the 2021 three-month period increased $19 million and $21 million, respectively, compared to the prior-year period. The increase in operating income principally reflects the increase in total margin and lower operating and administrative expenses ($6 million) compared to the prior-year period, partially offset by an adjustment to the contingent consideration related to the GHI acquisition ($4 million). The decrease in operating and administrative expenses was largely related to the absence of the previously mentioned divested assets partially offset by increases related to acquisitions and new assets placed into service. The increase in earnings before interest expense and income taxes reflects the increase in operating income and incremental equity method earnings related to the investment in Pine Run.

UGI Utilities

For the three months ended March 31,		2021		2020		Increase	
(Dollars in millions)							
Revenues	$	442	$	393	$	49	12 %
Total margin (a)	$	238	$	207	$	31	15 %
Operating and administrative expenses (a)	$	67	$	66	$	1	2 %
Operating income	$	142	$	116	$	26	22 %
Earnings before interest expense and income taxes	$	142	$	116	$	26	22 %
Gas Utility system throughput—bcf							
Core market		38		33		5	15 %
Total		100		98		2	2 %
Electric Utility distribution sales - gwh		276		259		17	7 %
Gas Utility heating degree days—% warmer than normal (b)		(8.1)%		(18.9)%		—	—

(a) Total margin represents revenues less cost of sales and revenue-related taxes (i.e., Electric Utility gross receipts taxes) of $2 million and $1 million during the 2021 and 2020 three-month periods, respectively. For financial statement purposes, revenue-related taxes are included in “Operating and administrative expenses” on the Condensed Consolidated Statements of Income (but are excluded from operating and administrative expenses presented above).

(b) Beginning in Fiscal 2021, deviation from average heating degree days is determined on a rolling 10-year period utilizing volume-weighted weather data based on weather statistics provided by NOAA for airports located within Gas Utility’s service territory. Prior-period amounts have been restated to conform to the current-period presentation.

Temperatures in Gas Utility’s service territory during the 2021 three-month period were 8.1% warmer than normal but 13.3% colder than the prior-year period. Gas Utility core market volumes increased 15% (5 bcf) during the 2021 three-month period primarily attributable to the effects of colder weather compared with the prior-year period and growth in the number of core market customers. Total Gas Utility distribution system throughput increased during the 2021 three-month period (2 bcf) reflecting the increased core market volumes and higher large firm delivery service volumes, partially offset by a decrease in interruptible delivery service volumes. Electric Utility distribution sales volumes increased during the 2021 three-month period largely related to the colder weather compared to the prior-year period.

UGI Utilities revenues increased $49 million in the 2021 three-month period reflecting a $47 million increase in Gas Utility revenues and a slight increase in Electric Utility revenues. The increase in Gas Utility revenues principally reflects higher core market revenues ($35 million) attributable to the increase in base rates that went into effect on January 1, 2021 and the higher core market volumes. The increase in Electric Utility revenues during the 2021 three-month period reflects the increase in sales volumes and slightly higher DS rates compared to the prior-year period.

UGI Utilities cost of sales was $202 million in the 2021 three-month period compared with $185 million in the prior-year period. The increase is largely attributable to higher Gas Utility cost of sales ($16 million) which reflects the effects of the increased core market volumes partially offset by lower PGC rates compared to the prior-year period.

UGI Utilities total margin increased $31 million during the 2021 three-month period primarily reflecting higher margin from Gas Utility ($30 million). This increase largely reflects higher margin from core market customers ($26 million) primarily attributable to the previously mentioned increase in core market volumes and the increase in base rates that went into effect on January 1, 2021. Customer growth and increased sales volumes related to large firm delivery service ($3 million) compared to the prior-year period also contributed to the increase.

UGI Utilities operating income and earnings before interest expense and income taxes both increased $26 million during the 2021 three-month period. These improvements reflect the previously mentioned increase in total margin partially offset by higher depreciation expense ($3 million) and slightly higher operating and administrative expenses ($1 million) compared to the prior-year period. The increase in depreciation expense relates to continued distribution system and IT capital expenditure activity. The slight increase in operating and administrative expenses reflect, among other things, higher allocation of corporate expenses partially offset by lower professional services costs compared to the prior-year period.

Interest Expense and Income Taxes

Our consolidated interest expense during the 2021 three-month period was $78 million, compared to $83 million during the 2020 three-month period. The decrease in interest expense principally reflects lower average short-term borrowings outstanding compared to the prior-year period.

The lower effective income tax rate for the 2021 three-month period is largely attributable to higher discrete benefits compared to the prior-year period. This positive impact was largely related to an election made available under a tax law change in Italy which allowed the Company to step up its tax basis on certain assets in exchange for paying a three percent substitute tax in connection with such election. This resulted in a $23 million net benefit in the current period resulting in incremental tax basis that will be deductible in future periods. Also contributing to the decreased effective rate was lower U.S. tax on foreign source income including the effects of regulations issued in July 2020 related to the high-tax exception on GILTI income. These reductions were partially offset by a lower NOL carryback benefit under the CARES Act compared to the prior-year period.

The Company continues to evaluate the elections available under current regulations, recent government stimulus efforts including the anticipated benefits mentioned above related to the election made in connection with the tax law change in Italy, the modified GILTI provisions, and the CARES Act. Accordingly, the impacts on the Company’s income tax provisions and taxes payable or refundable related to these items are subject to change.

2021 Six-Month Period Compared with the 2020 Six-Month Period

AmeriGas Propane

For the six months ended March 31,	2021	2020	Increase (Decrease)	
(Dollars in millions)				
Revenues	$ 1,606	$ 1,532	$ 74	5 %
Total margin (a)	$ 903	$ 918	$ (15)	(2)%
Operating and administrative expenses	$ 454	$ 471	$ (17)	(4)%
Operating income/earnings before interest expense and income taxes	$ 380	$ 371	$ 9	2 %
Retail gallons sold (millions)	631	644	(13)	(2)%
Heating degree days—% warmer than normal (b)	(3.3)%	(4.6)%	—	—

(a) Total margin represents total revenues less total cost of sales.

(b) Beginning in Fiscal 2021, deviation from average heating degree days is determined on a rolling 10-year period utilizing volume-weighted weather data based on weather statistics provided by NOAA for 344 regions in the United States, excluding Alaska and Hawaii. Prior-period amounts have been restated to conform to the current-period presentation.

Average temperatures during the 2021 six-month period were 3.3% warmer than normal and relatively consistent with the prior-year period (0.7% colder). Total retail gallons sold during the 2021 six-month period were 2% lower than the prior-year period principally reflecting structural conservation and other residual volume loss and the continued impact of COVID-19 on commercial and motor fuel volumes. These decreases were partially offset by higher resale and cylinder exchange volumes attributable to growth and pandemic-related usage.

Total revenues increased $74 million during the 2021 six-month period largely reflecting higher average propane selling prices ($104 million) partially offset by the lower retail propane volumes ($27 million) compared to the prior-year period. Average daily wholesale propane commodity prices during the 2021 six-month period at Mont Belvieu, Texas, one of the major supply points in the U.S., were approximately 70% higher than such prices during the 2020 six-month period. Total cost of sales increased $89 million during the 2021 six-month period principally reflecting the higher average propane product costs ($96 million) partially offset by the lower retail propane volumes ($11 million).

AmeriGas Propane total margin decreased $15 million in the 2021 six-month period largely attributable to the lower retail propane volumes ($16 million) and decreased non-propane margin ($6 million) principally reflecting lower fees and services partially offset by increased cylinder sales. The effects of these decreases were partially offset by slight improvements in average retail propane unit margins ($8 million) compared to the prior-year period due to effective margin management efforts.

Operating income and earnings before interest expense and income taxes increased $9 million during the 2021 six-month period reflecting lower operating and administrative expenses ($17 million) compared to the prior-year period and gains on the early settlement of certain commodity derivative instruments ($5 million) during the 2021 six-month period. These positive impacts were partially offset by the previously mentioned decrease in total margin ($15 million). The decrease in operating and administrative expenses in the 2021 six-month period reflects, among other things, lower employee compensation and benefits-related costs ($8 million), decreased vehicle and equipment operating and maintenance expenses ($7 million), lower general insurance costs ($8 million), and lower employee travel expenses ($3 million). These decreases were partially offset by increased advertising expenses ($3 million), higher allocated corporate costs ($2 million), and higher telecommunications expenses ($2 million) compared to the prior-year period. The lower operating and administrative expenses reflect the partial benefits related to the previously mentioned ongoing business transformation initiatives.

UGI International

For the six months ended March 31,	2021	2020	Increase	
(Dollars in millions)				
Revenues	$ 1,534	$ 1,355	$ 179	13 %
Total margin (a)	$ 660	$ 571	$ 89	16 %
Operating and administrative expenses	$ 321	$ 298	$ 23	8 %
Operating income	$ 282	$ 213	$ 69	32 %
Earnings before interest expense and income taxes	$ 285	$ 226	$ 59	26 %
LPG retail gallons sold (millions)	478	477	1	— %
Heating degree days—% warmer than normal (b)	(2.8)%	(11.9)%	—	—

(a) Total margin represents revenues less cost of sales and, in the 2020 six-month period, LPG cylinder filling costs of $14 million. For financial statement purposes, LPG cylinder filling costs in the 2020 six-month period are included in “Operating and administrative expenses” on the 2020 Condensed Consolidated Statement of Income (but are excluded from operating and administrative expenses presented above). LPG cylinder filling costs are included in “Cost of sales” on the 2021 Condensed Consolidated Statement of Income.

(b) Beginning in Fiscal 2021, deviation from average heating degree days is determined on a rolling 10-year period utilizing volume-weighted weather data at locations in our UGI International service territories. Prior-period amounts have been restated to conform to the current-period presentation.

Average temperatures during the 2021 six-month period were 2.8% warmer than normal but 8.7% colder than the prior-year period. Total LPG retail gallons sold during the 2021 six-month period increased slightly reflecting the effects of higher bulk volumes attributable to increased heating-related bulk sales related to colder weather, crop drying volumes and higher cylinder volumes compared to the prior-year period. These volume improvements were partially offset by the termination of a high-volume, low-margin autogas contract in Italy during the prior year and the continued impact of COVID-19 on certain commercial and industrial volumes. Average wholesale prices for propane in northwest Europe were approximately 17% higher during the 2021 six-month period compared with the prior-year period, while average butane prices were relatively constant during both periods.

UGI International base-currency results are translated into U.S. dollars based upon exchange rates experienced during the reporting periods. The functional currency of a significant portion of our UGI International results is the euro and, to a much lesser extent, the British pound sterling. During the 2021 and 2020 six-month periods, the average unweighted euro-to-dollar translation rates were approximately $1.20 and $1.10, respectively, and the average unweighted British pound sterling-to-dollar translation rates were approximately $1.35 and $1.28, respectively. Fluctuations in these foreign currency exchange rates can have a significant impact on the individual financial statement components discussed below. The net effect of changes in foreign currency exchange rates on UGI International’s earnings before interest expense and income taxes resulted in a net benefit of $22 million in the 2021 six-month period. However, the impact of these changes is mitigated by the effects of forward foreign currency exchange contracts entered into over a multi-year period intended to substantially offset this volatility. These forward foreign currency exchange contracts resulted in realized net gains of $2 million and $13 million, respectively, in the 2021 and 2020 six-month periods.

UGI International revenues and cost of sales increased $179 million and $90 million, respectively, during the 2021 six-month period compared to the prior-year period. The increase in revenues and cost of sales principally reflects the translation effects of stronger foreign currencies (approximately $113 million and $63 million, respectively), the effects of higher average butane selling prices compared to the prior-year period, and the previously mentioned increases in bulk, crop drying and cylinder volumes. Energy marketing activities during the 2021 six-month period also contributed to the increased revenues and cost of sales largely related to higher natural gas volumes.

UGI International total margin increased $89 million during the 2021 six-month period reflecting the translation effects of stronger foreign currencies (approximately $50 million), higher average LPG unit margins including the continued effects of margin management efforts, lower costs associated with energy conservation certificates including adjustments related to the current compliance period, and the previously mentioned increase in crop drying and bulk volumes. Higher margin from energy marketing activities also contributed to the increase including increased natural gas volumes and average margins. These margin improvements were partially offset by lower autogas and other low-margin volumes and the effects of COVID-19 compared with the prior-year period.

UGI International operating income and earnings before interest expense and income taxes increased $69 million and $59 million, respectively, during the 2021 six-month period compared to the prior-year period. The increase in operating income principally reflects the increase in total margin partially offset by higher operating and administrative expenses ($23 million) which was largely attributable to the effects of stronger foreign currencies compared to the prior-year period. The increase in earnings before interest expense and income taxes in the 2021 six-month period largely reflects the higher operating income, partially offset by lower realized gains on foreign currency exchange contracts entered into in order to reduce volatility in UGI International earnings resulting from the effects of changes in foreign currency exchange rates ($11 million).

Midstream & Marketing

For the six months ended March 31,		2021		2020		Increase (Decrease)	
(Dollars in millions)							
Revenues	$	825	$	795	$	30	4 %
Total margin (a)	$	245	$	232	$	13	6 %
Operating and administrative expenses	$	60	$	69	$	(9)	(13)%
Operating income	$	142	$	126	$	16	13 %
Earnings before interest expense and income taxes	$	159	$	141	$	18	13 %

(a) Total margin represents revenues less cost of sales.

Average temperatures across Midstream & Marketing’s energy marketing territory during the 2021 six-month period were 7.1% warmer than normal but 1.4% colder than the prior-year period. Beginning in Fiscal 2021, deviation from average heating degree days is determined on a rolling 10-year period utilizing volume-weighted weather data. Prior-period amounts have been restated to conform to the current-period presentation. Midstream & Marketing’s prior year results include contributions from its HVAC business and ownership interest in Conemaugh, both of which were sold in September 2020.

Midstream & Marketing revenues for the 2021 six-month period increased $30 million compared to the prior-year period principally reflecting increased revenues from natural gas ($21 million) and renewable energy ($22 million) marketing activities, higher capacity management revenues ($14 million), and higher natural gas gathering revenues ($5 million). These revenue increases were partially offset by the absence of revenues attributable to its former HVAC business and ownership interest in Conemaugh ($30 million). Midstream & Marketing cost of sales were $580 million in the 2021 six-month period compared to $563 million in the prior-year period. The $17 million increase principally reflects higher cost of sales related to natural gas ($14 million) and renewable energy marketing activities ($17 million), partially offset by the absence of costs attributable to HVAC and Conemaugh ($16 million). The increases in both natural gas revenues and cost of sales during the 2021 six-month period are largely attributable to higher average natural gas prices compared to the prior-year period.

Midstream & Marketing total margin increased $13 million in the 2021 six-month period reflecting improved capacity management margin ($14 million), higher margin from natural gas ($7 million) and renewable energy ($5 million) marketing activities, and higher margin from natural gas gathering activities ($5 million). These margin improvements include the impact of acquisitions and new assets placed into service since March 31, 2020, and were partially offset by the absence of margins attributable to HVAC and Conemaugh ($14 million).

Midstream & Marketing operating income and earnings before interest expense and income taxes during the 2021 six-month period increased $16 million and $18 million, respectively, compared to the prior-year period. The improvement in operating income reflects the increase in total margin and lower operating and administrative expenses ($9 million) compared to the prior-year period, partially offset by an adjustment to the contingent consideration related to the GHI acquisition ($6 million). The decrease in operating and administrative expenses was largely related to the absence of the previously mentioned divested assets partially offset by increases related to new assets placed into service and acquisitions. The increase in earnings before interest expense and income taxes reflects the improvement in operating income and incremental equity method earnings related to the investment in Pine Run.

UGI Utilities

For the six months ended March 31,	2021	2020	Increase	
(Dollars in millions)				
Revenues	$ 742	$ 722	$ 20	3 %
Total margin (a)	$ 405	$ 384	$ 21	5 %
Operating and administrative expenses (a)	$ 127	$ 124	$ 3	2 %
Operating income	$ 219	$ 208	$ 11	5 %
Earnings before interest expense and income taxes	$ 220	$ 208	$ 12	6 %
Gas Utility system throughput—bcf				
Core market	62	59	3	5 %
Total	183	182	1	1 %
Electric Utility distribution sales - gwh	520	505	15	3 %
Gas Utility heating degree days—% warmer than normal (b)	(8.8)%	(11.2)%	—	—

(a) Total margin represents revenues less cost of sales and revenue-related taxes (i.e., Electric Utility gross receipts taxes) of $3 million and $2 million during the 2021 and 2020 six-month periods, respectively. For financial statement purposes, revenue-related taxes are included in “Operating and administrative expenses” on the Condensed Consolidated Statements of Income (but are excluded from operating and administrative expenses presented above).

(b) Beginning in Fiscal 2021, deviation from average heating degree days is determined on a rolling 10-year period utilizing volume-weighted weather data based on weather statistics provided by NOAA for airports located within Gas Utility’s service territory. Prior-period amounts have been restated to conform to the current-period presentation.

Temperatures in Gas Utility’s service territory during the 2021 six-month period were 8.8% warmer than normal but 2.7% colder than the prior-year period. Gas Utility core market volumes increased during the 2021 six-month period (3 bcf) reflecting the effects of colder weather compared to the prior-year period and growth in the number of core market customers. Total Gas Utility distribution system throughput reflects a slight increase (1 bcf) during the 2021 six-month period attributable to the increased core market volumes and higher large firm delivery service volumes, partially offset by a decrease in interruptible delivery service volumes and the continued impact of COVID-19 on commercial and industrial volumes. Electric Utility distribution sales volumes increase during the 2021 six-month period primarily attributable to the colder weather compared to the prior-year period.

UGI Utilities revenues increased $20 million in the 2021 six-month period reflecting increases of $16 million and $4 million attributable to Gas Utility and Electric Utility, respectively. The increase in Gas Utility revenues principally reflects higher core market revenues ($7 million) largely attributable to the increase in base rates that went into effect on January 1, 2021, and the increased core market volumes, slightly offset by lower PGC rates compared to the prior-year period. Higher off system sales ($5 million), and higher large firm delivery service sales ($3 million) also contributed to the increase. The increase in Electric Utility revenues during the 2021 six-month period reflects higher sales volumes and DS rates compared to the prior-year period.

UGI Utilities cost of sales was $334 million in the 2021 six-month period compared with $336 million in the prior-year period. Gas Utility cost of sales decreased during the 2021 six-month period ($5 million) reflecting lower PGC rates partially offset by the increase in core market volumes and higher cost of sales associated with off system sales. Electric Utility cost of sales increased during the 2021 six-month period ($3 million) reflecting the increased volumes and higher average DS rates compared to the prior-year period.

UGI Utilities total margin increased $21 million during the 2021 six-month period principally reflecting higher margin from Gas Utility. This increase largely reflects higher margin from core market customers ($18 million) primarily attributable to the increase in base rates that went into effect on January 1, 2021, and the previously mentioned increase in core market volumes. Customer growth and increased sales volumes related to large firm delivery service ($3 million) compared to the prior-year period also contributed to the increase.

UGI Utilities operating income and earnings before interest expense and income taxes increased $11 million and $12 million, respectively, during the 2021 six-month period. These increases largely reflect the previously mentioned increase in total margin partially offset by higher depreciation expense ($6 million) and higher operating and administrative expenses ($3 million) compared to the prior-year period. The increase in depreciation expense relates to continued distribution system and IT capital expenditure activity. The increase in operating and administrative expenses reflect, among other things, higher employee compensation and benefits-related costs and higher allocations of corporate expenses. These increases were partially offset by lower professional services costs and contracted labor compared to the prior-year period.

Interest Expense and Income Taxes

Our consolidated interest expense during the 2021 six-month period was $156 million compared to $167 million during the 2020 six-month period. The decrease in interest expense principally reflects lower average short-term borrowings outstanding compared to the prior-year period.

The lower effective income tax rate for the 2021 six-month period is largely attributable to higher discrete benefits compared to the prior-year period. This positive impact was largely related to an election made available under a tax law change in Italy which allowed the Company to step up its tax basis on certain assets in exchange for paying a three percent substitute tax in connection with such election. This resulted in a $23 million net benefit in the current period resulting in incremental tax basis that will be deductible in future periods. Also contributing to the decreased effective rate was lower U.S. tax on foreign source income including the effects of regulations issued in July 2020 related to the high-tax exception on GILTI income. These reductions were partially offset by a lower NOL carryback benefit under the CARES Act compared to the prior-year period.

The Company continues to evaluate the elections available under current regulations, recent government stimulus efforts including the anticipated benefits mentioned above related to the election made in connection with the tax law change in Italy, the modified GILTI provisions, and the CARES Act. Accordingly, the impacts on the Company’s income tax provisions and taxes payable or refundable related to these items are subject to change.

FINANCIAL CONDITION AND LIQUIDITY

The Company expects to have sufficient liquidity including cash on hand and available borrowing capacity to continue to support long-term commitments and ongoing operations despite uncertainties associated with the outbreak and continued spread of COVID-19. Our total available liquidity balance, comprising cash and cash equivalents and available borrowing capacity on our revolving credit facilities, totaled approximately $1.6 billion and $1.5 billion at March 31, 2021 and September 30, 2020, respectively. The Company does not have any near-term senior note or term loan maturities. While the Company’s operations and financial performance has been impacted by COVID-19 in the 2021 three- and six-month periods, it is a rapidly evolving situation and the Company cannot predict the ultimate impact that COVID-19 will have on its liquidity, debt covenants, financial condition or the timing of capital expenditures. UGI and its subsidiaries were in compliance with all debt covenants as of March 31, 2021.

We depend on both internal and external sources of liquidity to provide funds for working capital and to fund capital requirements. Our short-term cash requirements not met by cash from operations are generally satisfied with borrowings under credit facilities and, in the case of Midstream & Marketing, also from a Receivables Facility. Long-term cash requirements are generally met through the issuance of long-term debt or equity securities. We believe that each of our business units has sufficient liquidity in the forms of cash and cash equivalents on hand; cash expected to be generated from operations; credit facility and Receivables Facility borrowing capacity; and the ability to obtain long-term financing to meet anticipated contractual and projected cash commitments. Issuances of debt and equity securities in the capital markets and additional credit facilities may not, however, be available to us on acceptable terms.

The primary sources of UGI’s cash and cash equivalents are the dividends and other cash payments made to UGI or its corporate subsidiaries by its principal business units. Our cash and cash equivalents totaled $444 million at March 31, 2021, compared with $336 million at September 30, 2020. Excluding cash and cash equivalents that reside at UGI’s operating subsidiaries, at March 31, 2021 and September 30, 2020, UGI had $83 million and $112 million of cash and cash equivalents, respectively. Such cash is available to pay dividends on UGI Common Stock and for investment purposes.

Long-term Debt and Credit Facilities

Long-term Debt

The Company’s debt outstanding at March 31, 2021 and September 30, 2020, comprises the following:

	March 31, 2021						September 30, 2020
(Millions of dollars)	AmeriGas Propane	UGI International	Midstream & Marketing	UGI Utilities	Corp & Other	Total	Total
Short-term borrowings	$ 130	$ —	$ 17	$ 193	$ —	$ 340	$ 347
Long-term debt (including current maturities):							
Senior notes	$ 2,575	$ 411	$ —	$ 975	$ —	$ 3,961	$ 3,960
Term loans	—	352	688	144	550	1,734	1,741
Other long-term debt	4	23	41	2	281	351	380
Unamortized debt issuance costs	(18)	(6)	(11)	(5)	(2)	(42)	(47)
Total long-term debt	$ 2,561	$ 780	$ 718	$ 1,116	$ 829	$ 6,004	$ 6,034
Total debt	$ 2,691	$ 780	$ 735	$ 1,309	$ 829	$ 6,344	$ 6,381

Credit Facilities

Additional information related to the Company’s credit agreements can be found in Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and Note 6 to Consolidated Financial Statements in the Company’s 2020 Annual Report.

Information about the Company’s principal credit agreements (excluding the Energy Services Receivables Facility discussed below) as of March 31, 2021 and 2020, is presented in the table below.

(Currency in millions)	Total Capacity	Borrowings Outstanding	Letters of Credit and Guarantees Outstanding	Available Borrowing Capacity
As of March 31, 2021				
AmeriGas OLP	$ 600	$ 130	$ 60	$ 410
UGI International, LLC (a)	€ 300	€ —	€ —	€ 300
Energy Services	$ 260	$ —	$ —	$ 260
UGI Utilities	$ 350	$ 193	$ —	$ 157
UGI Corporation (b)	$ 300	$ 275	$ —	$ 25
As of March 31, 2020				
AmeriGas OLP	$ 600	$ 201	$ 63	$ 336
UGI International, LLC (a)	€ 300	€ 163	€ —	€ 137
Energy Services	$ 260	$ —	$ —	$ 260
UGI Utilities	$ 350	$ 224	$ —	$ 126
UGI Corporation (b)	$ 300	$ 280	$ —	$ 20

(a) Permits UGI International, LLC to borrow in euros or dollars. At March 31, 2020, the amount borrowed consisted of USD-denominated borrowings of $180 million.
(b) Borrowings outstanding have been classified as “Long-term debt” on the Condensed Consolidated Balance Sheets. In April 2021, the Company repaid $30 million of such borrowings and classified these repayments as “Current maturities of long-term debt” on the March 31, 2021 Condensed Consolidated Balance Sheet.

The average daily and peak short-term borrowings under the Company's principal credit agreements are as follows:

(Millions of dollars or euros)	For the six months ended March 31, 2021		For the six months ended March 31, 2020	
	Average	Peak	Average	Peak
AmeriGas OLP	$ 212	$ 293	$ 294	$ 359
UGI International, LLC	€ —	€ —	€ 177	€ 190
Energy Services	$ 7	$ 32	$ 23	$ 77
UGI Utilities	$ 228	$ 279	$ 240	$ 290
UGI Corporation	$ 265	$ 300	$ 290	$ 300

Receivables Facility. Energy Services has a Receivables Facility with an issuer of receivables-backed commercial paper currently scheduled to expire in October 22, 2021. At March 31, 2021, the outstanding balance of ESFC trade receivables was $81 million, of which $17 million was sold to the bank. At March 31, 2020, the outstanding balance of ESFC trade receivables was $86 million, of which $43 million was sold to the bank. Amounts sold to the bank are reflected as "Short-term borrowings" on the Condensed Consolidated Balance Sheets. During the six months ended March 31, 2021 and 2020, peak sales of receivables were $87 million and $97 million, respectively, and average daily amounts sold were $38 million and $55 million, respectively.

Subsequent Event

UGI Corporation Senior Credit Facility. On May 4, 2021, UGI amended the existing UGI Corporation Senior Credit Facility. The 2021 UGI Corporation Senior Credit Facility (1) extends the maturity date of the previous three-year $300 million term loan included in the existing UGI Corporation Senior Credit Facility, which is now due in May 2025; and (2) includes a new four-year $300 million term loan commitment. Proceeds from new borrowings under the 2021 UGI Corporation Senior Credit Facility may be used to finance a portion of the Mountaineer Acquisition and for general corporate purposes.

New borrowings under the 2021 UGI Corporation Senior Credit Facility bear interest subject to our election, at either (1) the associated prime rate plus a margin or (2) an adjusted LIBOR or an alternate benchmark rate plus a margin and are due in their entirety at the maturity date. The applicable margin on the new borrowings, which is dependent upon a ratio of consolidated net indebtedness to consolidated EBITDA, as defined, or UGI's credit ratings, ranges from 0.125% to 1.50% if the prime rate option is elected and 1.125% to 2.50% if the LIBOR option is elected.

Dividends

On May 5, 2021, UGI's Board of Directors approved an increase in the quarterly dividend rate on UGI Common Stock to $0.345 per Common Share, or $1.38 on an annual basis. The new dividend rate reflects an approximate 4.5% increase from the previous quarterly rate of $0.33. The new quarterly dividend rate is effective with the dividend payable on July 1, 2021, to shareholders of record on June 15, 2021.

Cash Flows

Due to the seasonal nature of the Company's businesses, cash flows from operating activities are generally strongest during the second and third fiscal quarters when customers pay for natural gas, LPG, electricity and other energy products and services consumed during the peak heating season months. Conversely, operating cash flows are generally at their lowest levels during the fourth and first fiscal quarters when the Company's investment in working capital, principally inventories and accounts receivable, is generally greatest.

Operating Activities. Year-to-year variations in our cash flows from operating activities can be significantly affected by changes in operating working capital especially during periods with significant changes in energy commodity prices. Cash flow provided by operating activities was $646 million in the 2021 six-month period compared to $562 million in the 2020 six-month period. Cash flow from operating activities before changes in operating working capital was $1,082 million in the 2021 six-month period compared to $803 million in the 2020 six-month period. The higher cash flow from operating activities before changes in working capital reflects, in large part, higher cash flow before changes in operating working capital from UGI International and Midstream & Marketing. Cash used to fund changes in operating working capital totaled $436 million in the 2021 six-month period compared to $241 million in the 2020 six-month period. Changes in operating working capital during the 2021 six-month period reflects, among other things, an increase in cash required to fund changes in accounts receivable and inventories due to rising commodity prices during the 2021 six-month period, as well as increases in cash required to fund changes in income taxes receivable, other current assets and other current liabilities. These changes were partially offset by cash generated from changes in accounts payable and cash received for commodity derivative instrument collateral deposits in the 2021 six-month period as compared to cash collateral paid in the 2020 six-month period.

Investing Activities. Cash flow used by investing activities was $357 million in the 2021 three-month period compared to $327 million in the 2020 six-month period. Investing activity cash flow is principally affected by cash expenditures for property, plant and equipment; cash paid for acquisitions of businesses and assets; investments in investees; and proceeds from sales of assets and businesses. Cash expenditures for property, plant and equipment were $304 million in the 2021 six-month period compared with $342 million in the 2020 six-month period. Cash used for acquisitions of businesses and assets in the 2021 six-month period reflects UGI International's acquisition of an LPG retail business in Europe. Cash used for investments in equity method investees in the 2021 six-month period includes contributions to Pine Run of $56 million to fund the acquisition of Pine Run Midstream, LLC.

Financing Activities. Cash flow used to fund financing activities was $174 million in the 2021 six-month period compared with $348 million in the 2020 six-month period. Changes in cash flow from financing activities are primarily due to issuances and repayments of long-term debt; net short-term borrowings/repayments; dividends on UGI Common Stock; and issuances and repurchases of UGI Common Stock. The change in cash flows used to fund financing activities is primarily attributable to $7 million of net repayments on revolving facility agreements and the Receivables Facility in the 2021 six-month period as compared to $143 million in the 2020 six-month period. Cash used to fund changes in financing activities in the 2020 six-month period includes $38 million of cash paid to repurchase UGI Common Stock.

UTILITY REGULATORY MATTERS

Base Rate Filings. On February 8, 2021, Electric Utility filed a rate request with the PAPUC to increase its annual base distribution revenues by $9 million. The increased revenues would fund ongoing system improvements and operations necessary to maintain safe and reliable electric service. Electric Utility requested that the new electric rates become effective April 9, 2021. The PAPUC entered an Order on March 11, 2021, suspending the effective date for the rate increase to allow for investigation and public hearings. Unless a settlement is reached sooner, the review process is expected to last up to nine months from the date of filing. The Company cannot predict the timing or the ultimate outcome of the rate case review process.

On January 28, 2020, Gas Utility filed a request with the PAPUC to increase its annual base distribution operating revenues by $75 million annually. On October 8, 2020, the PAPUC issued a final Order approving a settlement that permits Gas Utility to increase its annual base distribution rates by $20 million, through a phased approach, with $10 million beginning January 1, 2021 and an additional $10 million beginning July 1, 2021. Additionally, Gas Utility was authorized to implement a DSIC once Gas Utility total property, plant and equipment less accumulated depreciation reached $2,875 million. This threshold was achieved in December 2020, and Gas Utility implemented a DSIC effective on April 1, 2021. The PAPUC's final Order also includes enhanced COVID-19 customer assistance measures, including the establishment of an Emergency Relief Program for a defined set of payment troubled customers ("ERP"). Additionally, the PAPUC's final Order permits Gas Utility to establish a regulatory asset for certain incremental expenses attributable to the ongoing COVID-19 pandemic, most notably expenses related to the ERP and uncollectible accounts expense, through the effective date of rates in the next Gas Utility base rate case, to be recovered and amortized over a 10-year period. In accordance with the terms of the PAPUC's final Order, Gas Utility is not permitted to file a rate case prior to January 1, 2022.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our primary market risk exposures are (1) commodity price risk; (2) interest rate risk; and (3) foreign currency exchange rate risk. Although we use derivative financial and commodity instruments to reduce market price risk associated with forecasted transactions, we do not use derivative financial and commodity instruments for speculative or trading purposes.

Commodity Price Risk

The risk associated with fluctuations in the prices the Partnership and our UGI International operations pay for LPG is principally a result of market forces reflecting changes in supply and demand for LPG and other energy commodities. Their profitability is sensitive to changes in LPG supply costs. Increases in supply costs are generally passed on to customers. The Partnership and UGI International may not, however, always be able to pass through product cost increases fully or on a timely basis, particularly when product costs rise rapidly. In order to reduce the volatility of LPG market price risk, the Partnership uses contracts for the forward purchase or sale of propane, propane fixed-price supply agreements and over-the-counter derivative commodity instruments including price swap contracts. Our UGI International operations use over-the-counter derivative commodity instruments and may from time to time enter into other derivative contracts, similar to those used by the Partnership, to reduce market risk associated with a portion of their LPG purchases. Over-the-counter derivative commodity instruments used to economically hedge forecasted purchases of LPG are generally settled at expiration of the contract.

Gas Utility's tariffs contain clauses that permit recovery of all prudently incurred costs of natural gas it sells to its retail core-market customers, including the cost of financial instruments used to hedge purchased gas costs. The recovery clauses provide for periodic adjustments for the difference between the total amounts actually billed to customers through PGC rates and the recoverable costs incurred. Because of this ratemaking mechanism, there is limited commodity price risk associated with our Gas Utility operations. Gas Utility uses derivative financial instruments, including natural gas futures and option contracts traded on the NYMEX, to reduce volatility in the cost of gas it purchases for its retail core-market customers. The cost of these derivative financial instruments, net of any associated gains or losses, is included in Gas Utility's PGC recovery mechanism.

In order to manage market price risk relating to substantially all of Midstream & Marketing’s fixed-price sale contracts for physical natural gas and electricity, Midstream & Marketing enters into NYMEX, ICE and over-the-counter natural gas and electricity futures and option contracts, and natural gas basis swap contracts or enters into fixed-price supply arrangements. Midstream & Marketing also uses NYMEX and over-the-counter electricity futures contracts to economically hedge a portion of its anticipated sales of electricity from its electricity generation facilities. Although Midstream & Marketing’s fixed-price supply arrangements mitigate most risks associated with its fixed-price sales contracts, should any of the suppliers under these arrangements fail to perform, increases, if any, in the cost of replacement natural gas or electricity would adversely impact Midstream & Marketing’s results. In order to reduce this risk of supplier nonperformance, Midstream & Marketing has diversified its purchases across a number of suppliers. UGI International’s natural gas and electricity marketing businesses also use natural gas and electricity futures and forward contracts to economically hedge market risk associated with fixed-price sales and purchase contracts.

Midstream & Marketing has entered into fixed-price sales agreements for a portion of the electricity expected to be generated by its electric generation assets. In the event that these generation assets would not be able to produce all of the electricity needed to supply electricity under these agreements, Midstream & Marketing would be required to purchase electricity on the spot market or under contract with other electricity suppliers. Accordingly, increases in the cost of replacement power could negatively impact Midstream & Marketing’s results.

Interest Rate Risk

We have both fixed-rate and variable-rate debt. Changes in interest rates impact the cash flows of variable-rate debt but generally do not impact their fair value. Conversely, changes in interest rates impact the fair value of fixed-rate debt but do not impact their cash flows.

Our variable-rate debt at March 31, 2021, includes revolving credit facility borrowings and variable-rate term loans at UGI International, UGI Utilities, Energy Services and UGI Corporation. These debt agreements have interest rates that are generally indexed to short-term market interest rates. We have entered into pay-fixed, receive-variable interest rate swap agreements on all or a significant portion of the term loans’ principal balances and all or a significant portion of the term loans’ tenor. We have designated these interest rate swaps as cash flow hedges. At March 31, 2021, combined borrowings outstanding under variable-rate debt agreements, excluding the previously mentioned effectively fixed-rate debt, totaled $655 million.

Long-term debt associated with our domestic businesses is typically issued at fixed rates of interest based upon market rates for debt with similar terms and credit ratings. As these long-term debt issues mature, we may refinance such debt with new debt having interest rates reflecting then-current market conditions. In order to reduce interest rate risk associated with near- to medium-term forecasted issuances of fixed rate debt, from time to time we enter into IRPAs.

Foreign Currency Exchange Rate Risk

Our primary currency exchange rate risk is associated with the U.S. dollar versus the euro and, to a lesser extent, the U.S. dollar versus the British pound sterling. The U.S. dollar value of our foreign currency denominated assets and liabilities will fluctuate with changes in the associated foreign currency exchange rates. From time to time, we use derivative instruments to hedge portions of our net investments in foreign subsidiaries. Gains or losses on these net investment hedges remain in AOCI until such foreign operations are sold or liquidated. With respect to our net investments in our UGI International operations, a 10% decline in the value of the associated foreign currencies versus the U.S. dollar would reduce their aggregate net book value at March 31, 2021, by approximately $130 million, which amount would be reflected in other comprehensive income. We have designated certain euro-denominated borrowings as net investment hedges.

In order to reduce the volatility in net income associated with our foreign operations, principally as a result of changes in the U.S. dollar exchange rate between the euro and British pound sterling, we enter into forward foreign currency exchange contracts. We layer in these foreign currency exchange contracts over a multi-year period to eventually equal approximately 90% of anticipated UGI International foreign currency earnings before income taxes.

Derivative Instrument Credit Risk

We are exposed to risk of loss in the event of nonperformance by our derivative instrument counterparties. Our derivative instrument counterparties principally comprise large energy companies and major U.S. and international financial institutions. We maintain credit policies with regard to our counterparties that we believe reduce overall credit risk. These policies include evaluating and monitoring our counterparties' financial condition, including their credit ratings, and entering into agreements with counterparties that govern credit limits or entering into netting agreements that allow for offsetting counterparty receivable and payable balances for certain financial transactions, as deemed appropriate.

Certain of these derivative instrument agreements call for the posting of collateral by the counterparty or by the Company in the forms of letters of credit, parental guarantees or cash. At March 31, 2021, we had received cash collateral from derivative instrument counterparties totaling $37 million. Additionally, our commodity exchange-traded futures contracts generally require cash deposits in margin accounts. At March 31, 2021, restricted cash in brokerage accounts totaled $28 million. Although we have concentrations of credit risk associated with derivative instruments, the maximum amount of loss, based upon the gross fair values of the derivative instruments, we would incur if these counterparties failed to perform according to the terms of their contracts was not material at March 31, 2021. Certain of the Partnership's derivative contracts have credit-risk-related contingent features that may require the posting of additional collateral in the event of a downgrade of the Partnership's debt rating. At March 31, 2021, if the credit-risk-related contingent features were triggered, the amount of collateral required to be posted would not be material.

The following table summarizes the fair values of unsettled market risk sensitive derivative instrument assets (liabilities) held at March 31, 2021 and changes in their fair values due to market risks. Certain of UGI Utilities' commodity derivative instruments are excluded from the table below because any associated net gains or losses are refundable to or recoverable from customers in accordance with UGI Utilities ratemaking.

	Asset (Liability)	
(Millions of dollars)	Fair Value	Change in Fair Value
March 31, 2021		
Commodity price risk (1)	$ 162	$ (129)
Interest rate risk (2)	$ (39)	$ (8)
Foreign currency exchange rate risk (3)	$ 13	$ (39)

(1) Change in fair value represents a 10% adverse change in the market prices of certain commodities
(2) Change in fair value represents a 50 basis point adverse change in prevailing market interest rates
(3) Change in fair value represents a 10% adverse change in the value of the Euro and the British pound sterling versus the U.S. dollar.

ITEM 4. CONTROLS AND PROCEDURES

(a) Evaluation of Disclosure Controls and Procedures

The Company's disclosure controls and procedures are designed to provide reasonable assurance that the information required to be disclosed by the Company in reports filed or submitted under the Securities Exchange Act of 1934, as amended, is (i) recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms, and (ii) accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. The Company's management, with the participation of the Company’s Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures, as of the end of the period covered by this Report, were effective at the reasonable assurance level.

(b) Change in Internal Control over Financial Reporting

No change in the Company’s internal control over financial reporting occurred during the Company’s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

UGI CORPORATION AND SUBSIDIARIES

PART II OTHER INFORMATION

ITEM 1A. RISK FACTORS

In addition to the information presented in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our 2020 Annual Report, which could materially affect our business, financial condition or future results. The risks described in our 2020 Annual Report are not the only risks facing the Company. Other unknown or unpredictable factors could also have material adverse effects on future results.

ITEM 6. EXHIBITS

The exhibits filed as part of this report are as follows (exhibits incorporated by reference are set forth with the name of the registrant, the type of report and last date of the period for which it was filed, and the exhibit number in such filing):

		Incorporation by Reference		
Exhibit No.	**Exhibit**	**Registrant**	**Filing**	**Exhibit**
10.1	Form of UGI Corporation 2013 Omnibus Incentive Compensation Plan, Nonqualified Stock Option Grant Letter for all US Employees.			
10.2	Form of UGI Corporation 2013 Omnibus Incentive Compensation Plan Performance Unit Grant Letter for all US Employees.			
10.3	Form of UGI Corporation 2013 Omnibus Incentive Compensation Plan Stock Unit Grant Letter for all US Employees.			
10.4	Form of UGI Corporation 2013 Omnibus Incentive Compensation Plan, Nonqualified Stock Option Grant Letter for Non-Employee Directors.			
10.5	Form of UGI Corporation 2013 Omnibus Incentive Compensation Plan Stock Unit Grant Letter for Non-Employee Directors.			
31.1	Certification by the Chief Executive Officer relating to the Registrant's Report on Form 10-Q for the quarter ended March 31, 2021, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.			
31.2	Certification by the Chief Financial Officer relating to the Registrant's Report on Form 10-Q for the quarter ended March 31, 2021, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.			
32	Certification by the Chief Executive Officer and the Chief Financial Officer relating to the Registrant's Report on Form 10-Q for the quarter ended March 31, 2021, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.			
101.INS	XBRL Instance - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document			
101.SCH	XBRL Taxonomy Extension Schema			
101.CAL	XBRL Taxonomy Extension Calculation Linkbase			
101.DEF	XBRL Taxonomy Extension Definition Linkbase			
101.LAB	XBRL Taxonomy Extension Labels Linkbase			
101.PRE	XBRL Taxonomy Extension Presentation Linkbase			
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)			

UGI CORPORATION AND SUBSIDIARIES

EXHIBIT INDEX

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101.PRE	XBRL Taxonomy Extension Presentation Linkbase
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

UGI CORPORATION AND SUBSIDIARIES

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 thereunto duly authorized.

	UGI Corporation (Registrant)
Date: May 6, 2021	By: /s/ Ted J. Jastrzebski Ted J. Jastrzebski Chief Financial Officer
Date: May 6, 2021	By: /s/ Laurie A. Bergman Laurie A. Bergman Vice President, Chief Accounting Officer and Corporate Controller

Exhibit 10.1

FORM OF
UGI CORPORATION
2013 OMNIBUS INCENTIVE COMPENSATION PLAN
NONQUALIFIED STOCK OPTION GRANT LETTER

This STOCK OPTION GRANT, dated _____ (the "Date of Grant"), is delivered by UGI Corporation ("UGI") to you (the "Participant").

RECITALS

The UGI Corporation 2013 Omnibus Incentive Compensation Plan (the "Plan"), provides for the grant of options to purchase shares of common stock of UGI. The Compensation and Management Development Committee of the Board of Directors of UGI (the "Committee") has decided to make a stock option grant to the Participant subject to the terms of the Plan. Each capitalized term not defined herein shall have the meaning assigned to such term in the Plan. The Participant's portal in the Morgan Stanley website for Plan participants (the "Grant Summary") sets forth the number of shares subject to the Option granted to the Participant in this grant.

NOW, THEREFORE, the parties to this Grant Letter, intending to be legally bound hereby, agree as follows:

1. Grant of Option. Subject to the terms and conditions set forth in this Grant Letter and in the Plan, the Committee hereby grants to the Participant a nonqualified stock option (the "Option") to purchase the number of shares of common stock of UGI ("Shares") specified in the Grant Summary at an exercise price of $_____ per Share. The Option shall become exercisable according to Section 2 below.

2. Exercisability of Option. The Option shall become exercisable on the following dates, if the Participant is employed by, or providing service to, the Company (as defined below) on the applicable date:

Date	Shares for Which the Option is Exercisable
January 1, _____	33⅓%
January 1, _____	33⅓%
January 1, _____	33⅓%

The exercisability of the Option is cumulative, but shall not exceed 100% of the Shares subject to the Option. If the foregoing schedule would produce fractional Shares, the number of Shares for which the Option becomes exercisable shall be rounded down to the nearest whole Share.

3. Term of Option.

(a) The Option shall have a term of ten years from the Date of Grant and shall terminate at the expiration of that period (5:00 p.m. EST on December 31, _____), unless it is terminated at an earlier date pursuant to the provisions of this Grant Letter or the Plan.

(b) If the Participant ceases to be employed by, or provide service to, the Company, the Option will terminate on the date the Participant ceases such employment or service. However, if the Participant ceases to be employed by, or provide service to, the Company by reason of one of the following events, the Option held by the Participant will thereafter be exercisable pursuant to the following terms:

(i) *Termination without Cause*. If the Participant terminates employment or service on account of a Termination without Cause, the Option will thereafter be exercisable only with respect to that number of Shares with respect to which the Option is already exercisable on the date the Participant's employment or service terminates, except as provided in subsection (v) below. Such portion of the Option will terminate upon the earlier of the expiration date of the Option or the expiration of the 13-month period commencing on the date the Participant ceases to be employed by, or provide service to, the Company.

(ii) *Retirement*. If the Participant ceases to be employed by, or provide service to, the Company on account of Retirement on or after the date that is six months following the Date of Grant, the Option will thereafter become exercisable as if the Participant had continued to be employed by, or provide service to, the Company after the date of such Retirement. In this case, the Option will terminate upon the expiration date of the Option. However, if the Participant ceases to be employed by, or provide service to, the Company on account of Retirement within six months following the Date of Grant, the Option will terminate on the date of such termination of employment or service.

(iii) *Disability*. If the Participant ceases to be employed by, or provide service to, the Company on account of Disability, the Option will thereafter become exercisable as if the Participant had continued to provide service to the Company for 36 months after the date of such termination of employment or service. The Option will terminate upon the earlier of the expiration date of the Option or the expiration of such 36-month period.

(iv) *Death*. In the event of the death of the Participant while employed by, or providing service to, the Company, the Option will be fully and immediately exercisable and may be exercised at any time prior to the earlier of the expiration date of the Option or the expiration of the 12-month period following the Participant's death. Death of the Participant after the Participant has ceased to be employed by, or provide service to, the Company will not affect the otherwise applicable period for exercise of the Option determined pursuant to subsections (i), (ii), (iii) or (v). After the Participant's death, the Participant's Option may be exercised by the Participant's estate.

(v) *Termination without Cause or Good Reason Termination upon or within two years after a Change of Control.* Notwithstanding the foregoing, if the Participant's employment or service terminates on account of a Termination without Cause or a Good Reason Termination upon or within two years after a Change of Control, the Option will be fully and immediately exercisable. The Option will terminate upon the earlier of the expiration date of the Option or the expiration of the 13-month period commencing on the date the Participant ceases to be employed by, or provide service to, the Company; provided that if the Participant is eligible for Retirement at the date of such termination of employment, the Option will terminate on the expiration date of the Option.

4. Exercise Procedures.

(a) Subject to the provisions of Sections 2 and 3 above, the Participant may exercise part or all of the exercisable Option through the Morgan Stanley website for Plan participants. Payment of the exercise price and any applicable withholding taxes must be made prior to issuance of the Shares. The Participant shall pay the exercise price (i) in cash, (ii) by "net exercise," which is the surrender of shares for which the Option is exercisable to the Company in exchange for a distribution of Shares equal to the amount by which the then fair market value of the Shares subject to the exercised Option exceeds the applicable Option Price, (iii) by payment through a broker in accordance with procedures acceptable to the Committee and permitted by Regulation T of the Federal Reserve Board or (iv) by such other method as the Committee may approve. The Committee may impose such limitations as it deems appropriate on the use of Shares to exercise the Option.

(b) The obligation of UGI to deliver Shares upon exercise of the Option shall be subject to all applicable laws, rules, and regulations and such approvals by governmental agencies as may be deemed appropriate by the Committee, including such actions as UGI's counsel shall deem necessary or appropriate to comply with relevant securities laws and regulations. UGI may require that the Participant (or other person exercising the Option after the Participant's death) represent that the Participant is purchasing Shares for the Participant's own account and not with a view to or for sale in connection with any distribution of the Shares, or such other representation as UGI deems appropriate.

(c) All obligations of UGI under this Grant Letter shall be subject to the rights of the Company as set forth in the Plan to withhold amounts required to be withheld for any taxes, if applicable.

5. Restrictive Covenants.

(a) The Participant acknowledges and agrees that, in consideration for the grant of the Option the Participant agrees to comply with all written restrictive covenants and agreements with the Company, including non-competition, non-solicitation and confidentiality covenants (collectively, the "Restrictive Covenants").

(b) The Participant acknowledges and agrees that in the event the Participant breaches any of the Restrictive Covenants:

i.The Committee may in its discretion determine that the Participant shall forfeit the outstanding Option (without regard to whether any portion of the Option has vested), and the outstanding Option shall immediately terminate; and

ii.If the Participant breaches any of the Restrictive Covenants within 12 months following receipt of any shares of Common Stock upon exercise of the Option, the Committee may in its discretion require the Participant to return to the Company any such shares of Common Stock, net of the exercise price paid by the Participant; provided, that if the Participant has disposed of any such shares of Common Stock received upon exercise of the Option, then the Committee may require the Participant to pay to the Company, in cash, the fair market value of such shares of Common Stock as of the date of disposition, net of the exercise price paid by the Participant upon exercise of the Option.

6. Definitions. Whenever used in this Grant Letter, the following terms shall have the meanings set forth below:

i.“*Change of Control*” shall mean a Change of Control of UGI as defined in the Plan.

ii. “*Company*” means UGI and its Subsidiaries (as defined in the Plan).

iii.“*Disability*” means a long-term disability as defined in the Company’s long-term disability plan applicable to the Participant.

iv.“*Employed by, or provide service to, the Company*” shall mean employment or service as an employee or director of the Company.

v.“*Good Reason Termination*” shall mean a termination of employment or service initiated by the Participant upon or within two years after a Change of Control upon one or more of the following occurrences:

a. a material diminution in the authority, duties or responsibilities held by the Participant immediately prior to the Change of Control;

b. a material diminution in the Participant’s base salary as in effect immediately prior to the Change of Control; or

c. a material change in the geographic location at which the Participant must perform services (which, for purposes of this Grant Letter, means the Participant is required to report, other than on a temporary basis (less than 12 months), to a location which is more than 50 miles from the Participant’s principal place of business immediately preceding the Change of Control, without the Participant’s express written consent).

Notwithstanding the foregoing, the Participant shall be considered to have a Good Reason Termination only if the Participant provides written notice to the Company, pursuant to Section 14, specifying in reasonable detail the events or conditions upon which the Participant is basing such Good Reason Termination and the Participant provides such notice within 90 days after the event that gives rise to the Good Reason Termination. Within 30 days after notice has been provided, the Company shall have the opportunity, but shall have no obligation, to cure such events or conditions that give rise to the Good Reason Termination. If the Company does not cure such events or conditions within the 30-day period, the Participant may terminate employment or service with the Company based on Good Reason Termination within 30 days after the expiration of the cure period.

Notwithstanding the foregoing, if the Participant has in effect a Change in Control Agreement with the Company or an Affiliate, the term "Good Reason Termination" shall have the meaning given that term in the Change in Control Agreement.

vi."*Retirement*" means the Participant's retirement under the Retirement Income Plan for Employees of UGI Utilities, Inc., if the Participant is covered by that Retirement Income Plan. "Retirement" for other Company employees means termination of employment or service after attaining (i) age 55 with ten or more years of service with the Company or (ii) age 65 with five or more years of service with the Company.

vii."*Termination without Cause*" means termination of employment or service by the Company for the convenience of the Company for any reason other than (i) theft or misappropriation of funds or conduct that has an adverse effect on the reputation of the Company, (ii) conviction of a felony or a crime involving moral turpitude, (iii) material breach of the Company's written code of conduct, or other material written employment policies, applicable to the Participant, (iv) breach of any written confidentiality, non-competition or non-solicitation covenant between the Participant and the Company, (v) gross misconduct in the performance of duties, or (vi) intentional refusal or failure to perform the material duties of the Participant's position.

7. Change of Control. If a Change of Control occurs, the Committee may take such actions with respect to the Option as it deems appropriate pursuant to the Plan. The Option shall not automatically become exercisable upon a Change of Control but, instead, shall become exercisable as described in Sections 2 and 3 above.

8. Restrictions on Exercise. Except as the Committee may otherwise permit pursuant to the Plan, only the Participant may exercise the Option during the Participant's lifetime and, after the Participant's death, the Option shall be exercisable by the Participant's estate, to the extent that the Option is exercisable pursuant to this Grant Letter.

9. Grant Subject to Plan Provisions and Company Policies.

viii.This grant is made pursuant to the Plan, which is incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The grant and exercise of the Option are subject to interpretations, regulations and determinations concerning the Plan established from time to time by the Committee in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (i) the registration, qualification or listing of the Shares, (ii) changes in capitalization of the Company and (iii) other requirements of applicable law. The Committee shall have the authority to interpret and construe the Option pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

ix.All Shares issued pursuant to this Option grant shall be subject to the UGI Corporation Stock Ownership and Retention Policy. This Option grant and all Shares issued pursuant to this Option grant shall be subject to any applicable clawback and other policies implemented by the Board of Directors of UGI, as in effect from time to time.

10. No Employment or Other Rights. The grant of the Option shall not confer upon the Participant any right to be retained by or in the employ or service of the Company and shall not interfere in any way with the right of the Company to terminate the Participant’s employment or service at any time. The right of the Company to terminate at will the Participant’s employment or service at any time for any reason is specifically reserved.

11. No Shareholder Rights. Neither the Participant, nor any person entitled to exercise the Participant’s rights in the event of the Participant’s death, shall have any of the rights and privileges of a shareholder with respect to the Shares subject to the Option, until certificates for Shares have been issued upon the exercise of the Option.

12. Assignment and Transfers. The rights and interests of the Participant under this Grant Letter may not be sold, assigned, encumbered or otherwise transferred except, in the event of the death of the Participant, by will or by the laws of descent and distribution. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company’s parents, subsidiaries, and affiliates.

13. Applicable Law. The validity, construction, interpretation and effect of this instrument shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of laws provisions thereof.

14. Notice. Any notice to UGI provided for in this instrument shall be addressed to UGI in care of the Corporate Secretary at UGI’s headquarters, and any notice to the Participant shall be addressed to such Participant at the current address shown on the payroll of the Company, or to such other address as the Participant may designate to the Company in writing. Any notice shall be delivered by hand, sent by telecopy or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

15. Acceptance. By accepting this grant through the Morgan Stanley on-line system, the Participant (i) acknowledges receipt of the Plan incorporated herein, (ii) acknowledges that he or she has read the Grant Summary and Grant Letter and understands the terms and conditions of them, (iii) accepts the Option described in the Grant Letter, (iv) agrees to be bound by the terms of the Plan, including the Grant Letter, and (v) agrees that all the decisions and determinations of the Board or the Committee shall be final and binding on the Participant and any other person having or claiming a right under this Grant.

* * *

Exhibit 10.2

FORM OF
UGI CORPORATION
2013 OMNIBUS INCENTIVE COMPENSATION PLAN
PERFORMANCE UNIT GRANT LETTER

This PERFORMANCE UNIT GRANT, dated _____ (the “Date of Grant”), is delivered by UGI Corporation (“UGI”) to you (the “Participant”).

RECITALS

The UGI Corporation 2013 Omnibus Incentive Compensation Plan (the “Plan”) provides for the grant of performance units (“Performance Units”) with respect to shares of common stock of UGI (“Shares”). The Compensation and Management Development Committee of the Board of Directors of UGI (the “Committee”) has decided to grant Performance Units to the Participant subject to the terms of the Plan. Each capitalized term not defined herein shall have the meaning assigned to such term in the Plan. The Participant’s portal in the Morgan Stanley website for Plan participants (the “Grant Summary”) sets forth the number of Performance Units granted to the Participant with respect to this grant.

NOW, THEREFORE, the parties to this Grant Letter, intending to be legally bound hereby, agree as follows:

1. Grant of Performance Units. Subject to the terms and conditions set forth in this Grant Letter and in the Plan, the Committee hereby grants to the Participant a target award of the number of Performance Units specified in the Grant Summary (the “Target Award”). The Performance Units are contingently awarded and will be earned and payable if and to the extent that the Performance Goals (defined below) and other conditions of the Grant Letter are met. The Performance Units are granted with Dividend Equivalents (as defined in Section 8).

2. Performance Goals.

(a) The Participant shall earn the right to payment of the Performance Units if the Performance Goals are met for the Performance Period, and if the Participant continues to be employed by, or provide service to, the Company (as defined in Section 8) through December 31, _____. The Performance Period is the period beginning January 1, _____ and ending December 31, _____. The Total Shareholder Return (“TSR”) goals and other requirements of this Section 2 are referred to as the “Performance Goals.”

(b) The Target Award level of Performance Units and Dividend Equivalents will be payable if UGI’s TSR equals the median TSR of the comparison group designated by the Committee (the “Peer Group”) for the Performance Period. The Peer Group is the group of companies listed on Exhibit A and UGI, as of the beginning of the Performance Period. If a company is added to the Peer Group during the Performance Period, that company is not included in the TSR calculation. A company that is included in the Peer Group at the beginning of the Performance Period will be removed from the TSR calculation only if the company ceases to exist as a publicly traded company during the Performance Period (including by way of a merger or similar transaction in which the company is not the surviving company), consistent with the methodology described in subsection (c) below. The actual amount of the award of Performance Units may be higher or lower than the Target Award, or it may be zero, based on UGI's TSR percentile rank relative to the companies in the Peer Group, as follows:

UGI's TSR Rank (Percentile)	Percentage of Target Award Earned
90th	200%
75th	162.5%
60th	125%
50th	100%
40th	70%
25th	25%
Less than 25th	0%

The award percentage earned will be interpolated between each of the measuring points.

(c) TSR shall be calculated by UGI using the comparative returns methodology used by Bloomberg L.P. or its successor at the time of the calculation. The share price used for determining TSR at the beginning and the end of the Performance Period will be the average price for the calendar quarter preceding the beginning of the Performance Period (i.e., the calendar quarter ending on December 31, _____) and the calendar quarter ending on the last day of the Performance Period (i.e., the calendar quarter ending on December 31, _____), respectively. The TSR calculation gives effect to all dividends throughout the three-year Performance Period as if they had been reinvested.

(d) The Target Award is the amount designated for 100% (50th TSR rank) performance. The Participant can earn up to 200% of the Target Award if UGI's TSR percentile rank exceeds the 50th TSR percentile rank, according to the foregoing schedule.

(e) At the end of the Performance Period, the Committee will determine whether and to what extent the Performance Goals have been met and the amount to be paid with respect to the Performance Units. Except as described in Sections 3 and 6 below, the Participant must be employed by, or providing service to, the Company on December 31, _____ in order for the Participant to receive payment with respect to the Performance Units.

3. Termination of Employment or Service.

(a) Except as described below, if the Participant ceases to be employed by, or provide services to, the Company before December 31, _____, the Performance Units and all Dividend Equivalents credited under this Grant Letter will be forfeited.

(b) If the Participant terminates employment or service on account of Retirement (as defined in Section 8), Disability (as defined in Section 8) or death, the Participant will earn a pro-rata portion of the Participant's outstanding Performance Units and Dividend Equivalents, if the Performance Goals and the requirements of this Grant Letter are met. The prorated portion will be determined as the amount that would otherwise be paid after the end of the Performance Period, based on achievement of the Performance Goals, multiplied by a fraction, the numerator of which is the number of calendar years during the Performance Period in which the Participant has been employed by, or provided service to, the Company and the denominator of which is three. For purposes of the proration calculation, the calendar year in which the Participant's termination of employment or service on account of Retirement, Disability, or death occurs will be counted as a full year.

(c) In the event of termination of employment or service on account of Retirement, Disability or death, the prorated amount shall be paid after the end of the Performance Period, pursuant to Section 4 below, except as provided in Section 6.

4. Payment with Respect to Performance Units. If the Committee determines that the conditions to payment of the Performance Units have been met, the Company shall pay to the Participant (i) Shares equal to the number of Performance Units to be paid according to achievement of the Performance Goals, up to the Target Award, provided that the Company may withhold Shares to cover required tax withholding in an amount equal to the minimum statutory tax withholding requirement in respect of the Performance Units earned up to the Target Award, and (ii) cash in an amount equal to the Fair Market Value (as defined in the Plan) of the number of Shares equal to the Performance Units to be paid in excess of the Target Award, subject to applicable tax withholding. Payment shall be made between January 1, _____ and March 15, _____, except as provided in Section 6 below.

5. Dividend Equivalents with Respect to Performance Units.

(a) Dividend Equivalents shall accrue with respect to Performance Units and shall be payable subject to the same Performance Goals and terms as the Performance Units to which they relate. Dividend Equivalents shall be credited with respect to the Target Award of Performance Units from the Date of Grant until the payment date. If and to the extent that the underlying Performance Units are forfeited, all related Dividend Equivalents shall also be forfeited.

(b) While the Performance Units are outstanding, the Company will keep records of Dividend Equivalents in a bookkeeping account for the Participant. On each payment date for a dividend paid by UGI on its common stock, the Company shall credit to the Participant's account an amount equal to the Dividend Equivalents associated with the Target Award of Performance Units held by the Participant on the record date for the dividend. No interest will be credited to any such account.

(c) The target amount of Dividend Equivalents (100% of the Dividend Equivalents credited to the Participant's account) will be earned if UGI's TSR rank is at the 50th TSR percentile rank for the Performance Period. The Participant can earn up to 200% of the target amount of Dividend Equivalents if UGI's TSR percentile rank exceeds the 50th TSR rank, according to the schedule in Section 2 above. Except as described in Section 3(b) above, or Section 6, if the Participant's employment or service with the Company terminates before December 31, _____, all Dividend Equivalents will be forfeited.

(d) Dividend Equivalents will be paid in cash at the same time as the underlying Performance Units are paid, after the Committee determines that the conditions to payment have been met. Notwithstanding anything in this Grant Letter to the contrary, the Participant may not accrue Dividend Equivalents in excess of $1,000,000 during any calendar year under all grants under the Plan.

6. Change of Control.

(a) If a Change of Control occurs, the Performance Units and Dividend Equivalents shall not automatically become payable upon the Change of Control, but, instead, shall become payable as described in this Section 6. The Committee may take such other actions with respect to the Performance Units and Dividend Equivalents as it deems appropriate pursuant to the Plan. The term "Change of Control" shall mean a Change of Control of UGI as defined in the Plan.

(b) If a Change of Control occurs during the Performance Period, the Committee shall calculate a Change of Control Amount as follows:

(i)The Performance Period shall end as of the closing date of the Change of Control (the "Change of Control Date") and the TSR ending date calculation for the Performance Period shall be based on the 90 calendar day period ending on the Change of Control Date.

(ii)The Committee shall calculate a "Change of Control Amount" equal to the greater of (i) the Target Award amount or (ii) the amount of Performance Units that would be payable based on the Company's achievement of the Performance Goals as of the Change of Control Date, as determined by the Committee. The Change of Control Amount shall include related Dividend Equivalents and, if applicable, interest as described below.

(iii)The Committee shall determine whether the Change of Control Amount attributable to Performance Units shall be (A) converted to units with respect to shares or other equity interests of the acquiring company or its parent ("Successor Units"), in which case Dividend Equivalents shall continue to be credited on the Successor Units, or (B) valued based on the Fair Market Value of the Performance Units as of the Change of Control Date and credited to a bookkeeping account for the Participant, in which case interest shall be credited on the amount so determined at a market rate for the period between the Change of Control Date and the applicable payment date. Notwithstanding the provisions of Section 4, all payments on and after a Change of Control shall be made in cash. If alternative (A) above is used, the cash payment shall equal the Fair Market Value on the date of payment of the number of shares or other equity interests underlying the Successor Units, plus accrued Dividend Equivalents. All payments shall be subject to applicable tax withholding.

(c) If a Change of Control occurs during the Performance Period and the Participant continues in employment or service through December 31, _____, the Change of Control Amount shall be paid in cash between January 1, _____ and March 15, _____.

(d) If a Change of Control occurs during the Performance Period, and the Participant has a Termination without Cause or a Good Reason Termination upon or within two years after the Change of Control Date and before December 31, _____, the Change of Control Amount shall be paid in cash within 30 days after the Participant's separation from service, subject to Section 14 below.

(e) If a Change of Control occurs during the Performance Period, and the Participant terminates employment or service on account of Retirement, Disability or death upon or after the Change of Control Date and before December 31, _____, the Change of Control Amount shall be paid in cash within 30 days after the Participant's separation from service, subject to Section 14 below; provided that, if required by section 409A, if the Participant's Retirement, Disability or death occurs more than two years after the Change of Control Date, payment will be made between January 1, _____ and March 15, _____, and not upon the earlier separation from service.

(f) If a Participant's employment or service terminates on account of Retirement, death or Disability before a Change of Control, and a Change of Control subsequently occurs before the end of the Performance Period, the prorated amount in Section 3(b) shall be calculated by multiplying the fraction described in Section 3(b) by the Change of Control Amount. The prorated Change of Control Amount shall be paid in cash within 30 days after the Change of Control Date, subject to Section 14 below.

7. Restrictive Covenants.

(a) The Participant acknowledges and agrees that, in consideration for the grant of Performance Units, the Participant agrees to comply with all written restrictive covenants and agreements with the Company, including non-competition, non-solicitation and confidentiality covenants (collectively, the "Restrictive Covenants").

(b) The Participant acknowledges and agrees that in the event the Participant breaches any of the Restrictive Covenants:

i. The Committee may in its discretion determine that the Participant shall forfeit the outstanding Performance Units (without regard to whether the Performance Units have vested), and the outstanding Performance Units shall immediately terminate; and

ii. If the Participant breaches any of the Restrictive Covenants within 12 months following receipt of any shares of Common Stock upon settlement of the Performance Units, the Committee may in its discretion require the Participant to return to the Company any such shares of Common Stock; provided, that if the Participant has disposed of any such shares of Common Stock received upon settlement of the Performance Units, then the Committee may require the

Participant to pay to the Company, in cash, the fair market value of such shares of Common Stock as of the date of disposition.

8. <u>Definitions</u>. For purposes of this Grant Letter, the following terms will have the meanings set forth below:

i. "*Company*" means UGI and its Subsidiaries (as defined in the Plan).

ii. "*Disability*" means a long-term disability as defined in the Company's long-term disability plan applicable to the Participant.

iii. "*Dividend Equivalent*" means an amount determined by multiplying the number of shares of UGI common stock subject to the target award of Performance Units by the per-share cash dividend, or the per-share fair market value of any dividend in consideration other than cash, paid by UGI on its common stock.

iv. "*Employed by, or provide service to, the Company*" shall mean employment or service as an employee or director of the Company. The Participant shall not be considered to have a termination of employment or service under this Grant Letter until the Participant is no longer employed by, or performing services for, the Company.

v. "*Good Reason Termination*" shall mean a termination of employment or service initiated by the Participant upon or after a Change of Control upon one or more of the following events:

a. a material diminution in the authority, duties or responsibilities held by the Participant immediately prior to the Change of Control;

b. a material diminution in the Participant's base salary as in effect immediately prior to the Change of Control; or

c. a material change in the geographic location at which the Participant must perform services (which, for purposes of this Agreement, means the Participant is required to report, other than on a temporary basis (less than 12 months), to a location which is more than 50 miles from the Participant's principal place of business immediately before the Change of Control, without the Participant's express written consent).

Notwithstanding the foregoing, the Participant shall be considered to have a Good Reason Termination only if the Participant provides written notice to the Company, pursuant to Section 16, specifying in reasonable detail the events or conditions upon which the Participant is basing such Good Reason Termination and the Participant provides such notice within 90 days after the event that gives rise to the Good Reason Termination. Within 30 days after notice has been provided, the Company shall have the opportunity, but shall have no obligation, to cure such events or conditions that give rise to the Good Reason Termination. If the Company does not cure such events or conditions within the 30-day period, the Participant may terminate employment or service with the Company based on Good Reason Termination within 30 days after the expiration of the cure period.

Notwithstanding the foregoing, if the Participant has in effect a Change in Control Agreement with the Company or an Affiliate, the term “Good Reason Termination” shall have the meaning given that term in the Change in Control Agreement.

vi. “*Performance Unit”* means a hypothetical unit that represents the value of one share of UGI common stock.

vii. *Retirement*” means the Participant’s retirement under the Retirement Income Plan for Employees of UGI Utilities, Inc., if the Participant is covered by that Retirement Income Plan. “Retirement” for other Company employees means termination of employment or service after attaining (i) age 55 with ten or more years of service with the Company or (ii) age 65 with five or more years of service with the Company.

viii. “*Termination without Cause*” means termination of employment or service by the Company for the convenience of the Company for any reason other than (i) theft or misappropriation of funds or conduct that has an adverse effect on the reputation of the Company, (ii) conviction of a felony or a crime involving moral turpitude, (iii) material breach of the Company’s written code of conduct, or other material written employment policies, applicable to the Participant, (iv) breach of any written confidentiality, non-competition or non-solicitation covenant between the Participant and the Company, (v) gross misconduct in the performance of duties, or (vi) intentional refusal or failure to perform the material duties of the Participant’s position.

9. Withholding. All payments under this Grant Letter are subject to applicable tax withholding. The Participant shall be required to pay to the Company, or make other arrangements satisfactory to the Company to provide for the payment of, any federal (including FICA), state, local or other taxes that the Company is required to withhold with respect to the payments under this Grant Letter. The Company may withhold from cash distributions to cover required tax withholding, or may withhold Shares to cover required tax withholding in an amount equal to the minimum applicable tax withholding amount.

10. Grant Subject to Plan Provisions and Company Policies.

ix. This grant is made pursuant to the Plan, which is incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The grant and payment of Performance Units and Dividend Equivalents are subject to interpretations, regulations and determinations concerning the Plan established from time to time by the Committee in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (i) the registration, qualification or listing of the Shares, (ii) adjustments pursuant to Section 5(d) of the Plan, and (iii) other requirements of applicable law. The Committee shall have the authority to interpret and construe the grant pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

x.This Performance Unit grant and Shares issued pursuant to this Performance Unit grant shall be subject to the UGI Corporation Stock Ownership Policy as adopted by the Board of Directors of UGI and any applicable clawback and other policies implemented by the Board of Directors of UGI, as in effect from time to time.

11. No Employment or Other Rights. The grant of Performance Units shall not confer upon the Participant any right to be retained by or in the employ or service of the Company and shall not interfere in any way with the right of the Company to terminate the Participant's employment or service at any time. The right of the Company to terminate at will the Participant's employment or service at any time for any reason is specifically reserved.

12. No Shareholder Rights. Neither the Participant, nor any person entitled to receive payment in the event of the Participant's death, shall have any of the rights and privileges of a shareholder with respect to the Shares related to the Performance Units, unless and until certificates for Shares have been distributed to the Participant or successor.

13. Assignment and Transfers. The rights and interests of the Participant under this Grant Letter may not be sold, assigned, encumbered or otherwise transferred except, in the event of the death of the Participant, by will or by the laws of descent and distribution. If the Participant dies, any payments to be made under this Grant Letter after the Participant's death shall be paid to the Participant's estate. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company's parents, subsidiaries, and affiliates.

14. Compliance with Code Section 409A. Notwithstanding the other provisions hereof, this Grant Letter is intended to comply with the requirements of section 409A of the Internal Revenue Code of 1986, as amended, or an exception, and shall be administered accordingly. Any reference to a Participant's termination of employment shall mean a Participant's "separation from service," as such term is defined under section 409A. For purposes of section 409A, each payment of compensation under this Grant Letter shall be treated as a separate payment. Notwithstanding anything in this Grant Letter to the contrary, if the Participant is a "key employee" under section 409A and if payment of any amount under this Grant Letter is required to be delayed for a period of six months after separation from service pursuant to section 409A, payment of such amount shall be delayed as required by section 409A and shall be paid within 10 days after the end of the six-month period. If the Participant dies during such six-month period, the amounts withheld on account of section 409A shall be paid to the personal representative of the Participant's estate within 60 days after the date of the Participant's death. Notwithstanding anything in this Grant Letter to the contrary, if a Change of Control is not a "change in control event" under section 409A, any Performance Units and Dividend Equivalents that are payable pursuant to Section 6 shall be paid to the Participant between January 1, _____ and March 15, _____, and not upon the earlier separation from service, if required by section 409A.

15. Applicable Law. The validity, construction, interpretation and effect of this Grant Letter shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of laws provisions thereof.

16. Notice. Any notice to UGI provided for in this Grant Letter shall be addressed to UGI in care of the Corporate Secretary at UGI's headquarters, and any notice to the Participant shall be addressed to such Participant at the current address shown on the payroll of the Company, or to such other address as the Participant may designate to the Company in writing. Any notice shall be delivered by hand, sent by telecopy or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

17. Acceptance. By accepting this grant through the Morgan Stanley on-line system, the Participant (i) acknowledges receipt of the Plan incorporated herein, (ii) acknowledges that he or she has read the Grant Summary and Grant Letter and understands the terms and conditions of them, (iii) accepts the Performance Units described in the Grant Letter, (iv) agrees to be bound by the terms of the Plan, including the Grant Letter, and (v) agrees that all the decisions and determinations of the Board or the Committee shall be final and binding on the Participant and any other person having or claiming a right under this Grant.

* * *

EXHIBIT A

UGI CORPORATION
PERFORMANCE UNIT PEER GROUP
as of 1/1/_____

Atmos Energy Corporation	ONE Gas, Inc.
Cheniere Energy, Inc.	ONEOK, Inc.
Chesapeake Utilities Corporation	South Jersey Industries, Inc.
DCP Midstream, LP	Southwest Gas Holdings, Inc..
DCC plc	Spire, Inc..
Equitrans Midstream Corporation	Suburban Propane Partners, L.P.
National Fuel Gas Company	Superior Plus Corp.
New Jersey Resources Corporation	Targa Resources Corp.
Northwest Natural Holding Company	The Williams Companies, Inc.

Exhibit 10.3

FORM OF
UGI CORPORATION
2013 OMNIBUS INCENTIVE COMPENSATION PLAN

STOCK UNIT GRANT LETTER

This STOCK UNIT GRANT, dated _____ (the “Date of Grant”), is delivered by UGI Corporation (“UGI”) to you (the “Participant”).

RECITALS

WHEREAS, the UGI Corporation 2013 Omnibus Incentive Compensation Plan, as amended (the “Plan”) provides for the grant of Stock Units with respect to shares of common stock of UGI (“Shares”);

WHEREAS, the Compensation and Management Development Committee of the Board of Directors of UGI (the “Committee”) has decided to grant Stock Units to the Participant on the terms described below; and

WHEREAS, the Participant’s portal in the Morgan Stanley website for Plan participants (the “Grant Summary”) sets forth the number of Stock Units granted to the Participant in this grant.

NOW, THEREFORE, the parties to this Grant Letter, intending to be legally bound hereby, agree as follows:

1. Grant of Stock Units. Subject to the terms and conditions set forth in this Grant Letter and in the Plan, UGI hereby grants to the Participant the number of Stock Units specified in the Grant Summary. The Stock Units will be earned and payable if and to the extent that the conditions of this Grant Letter are met. The Stock Units are granted with Dividend Equivalents (as defined in the Plan).

2. Vesting. The Participant shall earn the right to payment of the Stock Units if the Participant is employed by, or providing service to, the Company through December 31, _____ (the “Vesting Date”).

3. Termination of Employment or Service.

(a) Except as provided immediately below or in Section 6, if the Participant’s employment or service with the Company terminates for any reason (including Termination without Cause (as defined in Section 9) before the Stock Units are fully vested, the unvested Stock Units and all related Dividend Equivalents will be forfeited. If the Participant ceases to be employed by, or provide service to, the Company by reason of one of the following events, then the Participant shall vest in the Stock Units as follows:

(b) *Death.* In the event of the Participant's death while employed by, or providing service to, the Company, the Participant shall vest 100% in the Stock Units as of the date of death.

(c) *Disability.* If the Participant ceases to be employed by, or provide service to, the Company on account of Disability (as defined in Section 9) the Participant shall continue to vest in the Stock Units as if such Participant were still employed and shall become fully vested in the Stock Units on December 31, _____, the Vesting Date.

(d) *Retirement.* If the Participant ceases to be employed by, or provide service to, the Company on account of Retirement (as defined in Section 9), the Participant shall continue to vest on a pro rata basis in the Stock Units as if such Participant were still employed. The prorated portion shall be calculated based on the number of months the Participant has been employed or provided service to the Company during the period between the Date of Grant and the Vesting Date (the "Vesting Period") as compared to the full number of months in the Vesting Period as follows: the Participant's Stock Units shall be multiplied by a fraction, the numerator of which is the number of completed months the Participant has been employed or provided service to the Company during the Vesting Period and the denominator of which is 36, the full number of months in the Vesting Period.

4. Payment with Respect to Stock Units. When the Stock Units vest in the event of death, Disability or Retirement, or on the Vesting Date, the Company shall pay to the Participant whole Shares equal to the number of Stock Units that have become vested on such date. Payment shall be made within 30 business days after the Vesting Date (except as otherwise required by Section 6 below).

5. Dividend Equivalents with Respect to Stock Units.

(a) Dividend Equivalents shall accrue with respect to the Stock Units and shall be payable subject to the same vesting and other terms as the Stock Units to which they relate. Dividend Equivalents shall be credited with respect to the Stock Units from the Date of Grant until the payment date of the Stock Units (or until they are forfeited). Dividend Equivalents will become vested as the underlying Stock Units vest. If and to the extent that the underlying Stock Units are forfeited, all related Dividend Equivalents shall also be forfeited.

(b) While the Stock Units are outstanding, the Company will keep records of Dividend Equivalents in a bookkeeping account for the Participant. On each payment date for a dividend paid by UGI on its common stock, the Company shall credit to the Participant's account an amount equal to the Dividend Equivalents associated with the Stock Units held by the Participant on the record date for the dividend. No interest will be credited to any such account.

(c) Vested Dividend Equivalents will be paid in cash at the same time and on the same terms as the underlying vested Stock Units are paid.

(d) Notwithstanding anything in this Grant Letter to the contrary, the Participant may not accrue Dividend Equivalents in excess of $1,000,000 during any calendar year under all grants under the Plan.

6. Change of Control.

(a) If a Change of Control occurs, the Stock Units and Dividend Equivalents shall not automatically become payable upon the Change of Control but, instead, shall become payable as described in this Section 6. The Committee may take such other actions with respect to the Stock Units and Dividend Equivalents as it deems appropriate pursuant to the Plan.

(b) If a Change of Control occurs before the Vesting Date, the Committee shall determine whether the Stock Units shall be (i) converted to units with respect to shares or other equity interests of the acquiring company or its parent ("Successor Units"), in which case Dividend Equivalents shall continue to be credited on the Successor Units, or (ii) valued based on the Fair Market Value (as defined in the Plan) of the Stock Units as of the Change of Control date and credited to a bookkeeping account for the Participant, in which case interest shall be credited on the amount so determined at a market rate for the period between the Change of Control date and the applicable payment date. Notwithstanding the provisions of Section 4, all payments on and after a Change of Control shall be made in cash. If alternative (i) above is used, the cash payment shall equal the Fair Market Value on the date of payment of the number of shares or other equity interests underlying the Successor Units, plus accrued Dividend Equivalents. All payments shall be subject to applicable tax withholding.

(c) If a Change of Control occurs and the Participant continues in employment or service through the Vesting Date, the Stock Units (subject to subsection (b)) shall vest on the Vesting Date and shall be paid in cash within 30 days after the Vesting Date. The cash payment shall equal the Fair Market Value on the date of payment of the vested Stock Units (subject to subsection (b)).

(d) If a Change of Control occurs and the Participant has a Termination without Cause or a Good Reason Termination, in either case upon or within two years after the Change of Control date and before the Vesting Date, the Stock Units (subject to subsection (b)) shall vest on the Participant's separation from service date and shall be paid in cash within 30 days after the Participant's separation from service, subject to Section 14 below. The cash payment shall equal the Fair Market Value on the date of payment of the vested Stock Units (subject to subsection (b)).

(e) If a Change of Control occurs before the Vesting Date, and the Participant terminates employment or service on account of Retirement, Disability or death upon or after the Change of Control Date and before December 31, _____, any vested Restricted Stock Units (calculated under Sections 3(b and (c)) shall be paid in cash within 30 days after the Participant's separation from service, subject to Section 14 below; provided that, if required by section 409A, if the Participant's Retirement, Disability or death occurs more than two years after the Change of Control Date, payment will be made between January 1, _____ and March 15, _____ , and not upon the earlier separation from service.

(f) If a Participant’s employment or service terminates on account of Retirement, death or Disability before a Change of Control, and a Change of Control subsequently occurs before the Vesting Date, any vested amounts (calculated under Sections 3(b) and (c)) shall be due the Participant. These vested Stock Units shall be paid in cash within 30 days after the Change of Control Date, subject to Section 14 below.

7. Restrictive Covenants.

(a) The Participant acknowledges and agrees that, in consideration for the grant of Stock Units, the Participant agrees to comply with all written restrictive covenants and agreements with the Company, including non-competition, non-solicitation and confidentiality covenants (collectively, the “Restrictive Covenants”).

(b) The Participant acknowledges and agrees that in the event the Participant breaches any of the Restrictive Covenants:

i. The Committee may in its discretion determine that the Participant shall forfeit the outstanding Stock Units (without regard to whether the Stock Units have vested), and the outstanding Stock Units shall immediately terminate; and

ii. If the Participant breaches any of the Restrictive Covenants within 12 months following receipt of any shares of Common Stock upon settlement of the Stock Units, the Committee may in its discretion require the Participant to return to the Company any such shares of Common Stock; provided, that if the Participant has disposed of any such shares of Common Stock received upon settlement of the Stock Units, then the Committee may require the Participant to pay to the Company, in cash, the fair market value of such shares of Common Stock as of the date of disposition.

8. Withholding. All payments under this Grant Letter are subject to applicable tax withholding. The Participant shall be required to pay to the Company, or make other arrangements satisfactory to the Company to provide for the payment of, any federal (including FICA), state, local or other taxes that the Company is required to withhold with respect to the payments under this Grant Letter. The Company may withhold from cash distributions to cover required tax withholding, or may withhold Shares to cover required withholding in an amount equal to the minimum applicable withholding amount.

9. Definitions. For purposes of this Grant Letter, the following terms will have the meanings set forth below:

i. “*Change of Control*” means a Change of Control of UGI as defined in the Plan.

ii. *“Code”* means the Internal Revenue Code of 1986, as amended.

iii. *“Company”* means UGI and its Subsidiaries (as defined in the Plan).

iv. *“Employed by, or provide service to, the Company”* means employment or service as an employee or director of the Company.

v. “*Disability*” means a long-term disability as defined in the Company’s long-term disability plan applicable to the Participant.

vi. “*Good Reason Termination*” means a termination of employment or service initiated by the Participant upon or after a Change of Control upon one or more of the following events:

(i) a material diminution in the authority, duties or responsibilities held by the Participant immediately prior to the Change of Control;

(ii) a material diminution in the Participant’s base salary as in effect immediately prior to the Change of Control; or

(iii) a material change in the geographic location at which the Participant must perform services (which, for purposes of this Grant Letter, means the Participant is required to report, other than on a temporary basis (less than 12 months), to a location which is more than 50 miles from the Participant’s principal place of business immediately before the Change of Control, without the Participant’s express written consent).

Notwithstanding the foregoing, the Participant shall be considered to have a Good Reason Termination only if the Participant provides written notice to the Company, pursuant to Section 16, specifying in reasonable detail the events or conditions upon which the Participant is basing such Good Reason Termination and the Participant provides such notice within 90 days after the event that gives rise to the Good Reason Termination. Within 30 days after notice has been provided, the Company shall have the opportunity, but shall have no obligation, to cure such events or conditions that give rise to the Good Reason Termination. If the Company does not cure such events or conditions within the 30-day period, the Participant may terminate employment or service with the Company based on Good Reason Termination within 30 days after the expiration of the cure period.

Notwithstanding the foregoing, if the Participant has in effect a Change in Control Agreement with the Company, the term “Good Reason Termination” shall have the meaning given that term in the Change in Control Agreement.

vii. “*Retirement*” means the Participant’s retirement under the Retirement Income Plan for Employees of UGI Utilities, Inc., if the Participant is covered by that Retirement Income Plan. “Retirement” for other Company employees means termination of employment or service after attaining (i) age 55 with ten or more years of service with the Company or (ii) age 65 with five or more years of service with the Company.

viii. “*Stock Unit*” means a hypothetical unit that represents the value of one share of UGI common stock.

ix. “*Termination without Cause*” means termination of employment or service by the Company for the convenience of the Company for any reason other than (i) theft, misappropriation of funds or conduct that has an adverse effect on the reputation of the Company, (ii) conviction of a felony or a crime involving moral turpitude, (iii) material breach of the Company's written code of conduct, or other material written employment policies, applicable to the Participant, (iv) breach of any written confidentiality, non-competition or non-solicitation covenant between the Participant and the Company, (v) gross misconduct in the performance of duties, or (vi) intentional refusal or failure to perform the material duties of the Participant's position.

10. Grant Subject to Plan Provisions and Company Policies.

x. This grant is made pursuant to the Plan, which is incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The grant and payment of Stock Units and Dividend Equivalents are subject to interpretations, regulations and determinations concerning the Plan established from time to time by the Committee in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (i) the registration, qualification or listing of the Shares, (ii) adjustments pursuant to Section 5(d) of the Plan and (iii) other requirements of applicable law. The Committee shall have the authority to interpret and construe the grant pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

xi. All Shares issued pursuant to this Stock Unit grant shall be subject to the UGI Corporation Stock Ownership Policy. This Stock Unit grant and all Shares issued pursuant to this Stock Unit grant shall be subject to any applicable clawback and other policies implemented by the Board of Directors of UGI, as in effect from time to time.

11. No Employment or Other Rights. The grant of Stock Units shall not confer upon the Participant any right to be retained by or in the employ or service of the Company and shall not interfere in any way with the right of the Company to terminate the Participant's employment or service at any time. The right of the Company to terminate at will the Participant's employment or service at any time for any reason is specifically reserved.

12. No Shareholder Rights. Neither the Participant, nor any person entitled to exercise the Participant's rights in the event of the Participant's death, shall have any of the rights and privileges of a shareholder with respect to the Shares related to the Stock Units, unless and until certificates for Shares have been issued to the Participant or successor.

13. Assignment and Transfers. The rights and interests of the Participant under this Grant Letter may not be sold, assigned, encumbered or otherwise transferred except, in the event of the death of the Participant, by will or by the laws of descent and distribution. If the Participant dies, any payments to be made under this Grant Letter after the Participant's death shall be paid to the personal representative of the Participant's estate, or the personal representative under applicable law if the Participant dies intestate. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company's parents, subsidiaries, and affiliates. This Grant Letter may be assigned by the Company without the Participant's consent.

14. Compliance with Code Section 409A. Notwithstanding the other provisions hereof, this Grant Letter is intended to comply with the requirements of section 409A of the Code, if

applicable or an exception, and shall be administered accordingly. Any reference to the Participant's termination of employment or service shall mean the Participant's "separation from service," as such term is defined under section 409A. For purposes of section 409A, each payment of compensation under this Grant Letter shall be treated as a separate payment. Notwithstanding anything in this Grant Letter to the contrary, if the Participant is a "key employee" under section 409A and if payment of any amount under this Grant Letter is required to be delayed for a period of six months after separation from service pursuant to section 409A, payment of such amount shall be delayed as required by section 409A and shall be paid within 10 days after the end of the six-month period. If the Participant dies during such six-month period, the amounts withheld on account of section 409A shall be paid to the personal representative of the Participant's estate within 60 days after the date of the Participant's death.

15. Applicable Law. The validity, construction, interpretation and effect of this Grant Letter shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of laws provisions thereof.

16. Notice. Any notice to UGI provided for in this Grant Letter shall be addressed to UGI in care of the Corporate Secretary at UGI's headquarters, and any notice to the Participant shall be addressed to such Participant at the current address shown on the payroll of the Company, or to such other address as the Participant may designate to the Company in writing. Any notice shall be delivered by hand, sent by telecopy or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

17. Acknowledgment. By accepting this grant through the Morgan Stanley on-line system, the Participant (i) acknowledges receipt of the Plan incorporated herein, (ii) acknowledges that he or she has read the Grant Summary and Grant Letter and understands the terms and conditions of them, (iii) accepts the Stock Units described in this Grant Letter, (iv) agrees to be bound by the terms of the Plan and this Grant Letter, and (v) agrees that all the decisions and determinations of the Board or the Committee shall be final and binding on the Participant and any other person having or claiming a right under this grant.

Exhibit 10.4

FORM OF
UGI CORPORATION
2013 OMNIBUS INCENTIVE COMPENSATION PLAN
<u>NONQUALIFIED STOCK OPTION GRANT LETTER</u>

This STOCK OPTION GRANT, dated _____ (the “Date of Grant”), is delivered by UGI Corporation (“UGI”) to __________ (the “Participant”).

<u>RECITALS</u>

The UGI Corporation 2013 Omnibus Incentive Compensation Plan (the “Plan”) provides for the grant of options to purchase shares of common stock of UGI. The Board of Directors of UGI (the “Board”) has decided to make a stock option grant to the Participant subject to the terms of the Plan. Each capitalized term not defined herein shall have the meaning assigned to such term in the Plan.

NOW, THEREFORE, the parties to this Grant Letter, intending to be legally bound hereby, agree as follows:

1. <u>Grant of Option</u>. Subject to the terms and conditions set forth in this Grant Letter and in the Plan, the Board hereby grants to the Participant a nonqualified stock option (the “Option”) to purchase _______ shares of common stock of UGI (“Shares”) at an exercise price of $_____ per Share, the Fair Market Value (as defined in the Plan) on the Date of Grant. The Option shall be fully and immediately exercisable on the Date of Grant.

2. <u>Term of Option</u>.

(a) The Option shall have a term of ten years from the Date of Grant and shall terminate at the expiration of that period (5:00 p.m. EST on January ___, _____), unless it is terminated at an earlier date pursuant to the provisions of this Grant Letter or the Plan.

(b) The Option, to the extent that it has not previously been exercised, will terminate when the Participant Separates from Service (as defined below) with the Company (as defined below). However, if the Participant Separates from Service by reason of Retirement (as defined below), Disability (as defined below), or death, the Option will thereafter be exercisable pursuant to the following:

(i)*Retirement*. If the Participant Separates from Service on account of Retirement, the Option held by such Participant may be exercised at any time prior to the expiration date of the Option.

(ii) *Disability*. If the Participant is determined to be Disabled by the Board, the Option may be exercised at any time prior to the earlier of the expiration date of the Option or the expiration of the 36-month period following the Participant's Separation from Service on account of Disability.

(iii) *Death*. In the event of the death of the Participant while serving as a nonemployee director or employee of the Company, the Option may be exercised by the personal representative of the Participant's estate, or the personal representative under applicable law if the Participant dies intestate, at any time prior to the earlier of the expiration date of the Option or the expiration of the 12-month period following the Participant's death.

(c) In no event may the Option be exercised after the date that is immediately before the tenth anniversary of the Date of Grant.

3. Exercise Procedures.

(a) Subject to the provisions of Section 2 above, the Participant may exercise part or all of the exercisable Option by giving UGI irrevocable written notice of intent to exercise on a form provided by UGI and delivered in the manner provided in Section 11 below. Payment of the exercise price must be made prior to issuance of the Shares. The Participant shall pay the exercise price (i) in cash, (ii) by delivering Shares, which shall be valued at their fair market value on the date of delivery, which shall have been held by the Participant for at least six months, and which shall have a fair market value on the date of exercise equal to the exercise price, (iii) by payment through a broker in accordance with procedures permitted by Regulation T of the Federal Reserve Board, (iv) by a "net exercise" in accordance with procedures established by the Committee, or (v) by such other method as the Board may approve.

(b) The obligation of UGI to deliver Shares upon exercise of the Option shall be subject to all applicable laws, rules, and regulations and such approvals by governmental agencies as may be deemed appropriate by the Board, including such actions as UGI's counsel shall deem necessary or appropriate to comply with relevant securities laws and regulations. UGI may require that the Participant (or other person exercising the Option after the Participant's death) represent that the Participant is purchasing Shares for the Participant's own account and not with a view to or for sale in connection with any distribution of the Shares, or such other representation as UGI deems appropriate.

(c) All obligations of UGI under this Grant Letter shall be subject to the rights of the Company as set forth in the Plan to withhold amounts required to be withheld for any taxes, if applicable.

4. Definitions. Whenever used in this Grant Letter, the following terms will have the meanings set forth below:

(a) "*Company*" means UGI and its Subsidiaries (as defined in the Plan).

(b) "*Disability*" means the Participant's physical or mental disability, as determined by the Board in its sole discretion.

(c) "*Retirement*" means the Participant's Separation from Service after (1) attaining age 65 with five or more years of service with the Company or (2) ten or more years of service with the Company.

(d) "*Separates from Service*" or "*Separation from Service*" means the Participant's termination of service as a non-employee director and as an employee of the Company for any reason other than death.

(e) "*Termination without Cause*" means termination of employment or service by the Company for the convenience of the Company for any reason other than (i) theft or misappropriation of funds or conduct that has an adverse effect on the reputation of the Company, (ii) conviction of a felony or a crime involving moral turpitude, (iii) material breach of the Company's written code of conduct, or other material written employment policies, applicable to the Participant, (iv) breach of any written confidentiality, non-competition or non-solicitation covenant between the Participant and the Company, (v) gross misconduct in the performance of duties, or (vi) intentional refusal or failure to perform the material duties of the Participant's position.

5. <u>Change of Control</u>. The provisions of the Plan applicable to a Change of Control (as defined in the Plan) shall apply to the Option, and, in the event of a Change of Control, the Board may take such actions as it deems appropriate pursuant to the Plan.

6. <u>Restrictions on Exercise</u>. Only the Participant may exercise the Option during the Participant's lifetime and, after the Participant's death, the Option shall be exercisable by the Participant's estate, to the extent that the Option is exercisable pursuant to this Grant Letter.

7. <u>Grant Subject to Plan Provisions and Company Policies</u>.

(a) This grant is made pursuant to the Plan, which is incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The grant and exercise of the Option are subject to interpretations, regulations and determinations concerning the Plan established from time to time by the Board in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (i) the registration, qualification or listing of the Shares, (ii) changes in capitalization of the Company and (iii) other requirements of applicable law. The Board shall have the authority to interpret and construe the Option pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

(b) All Shares issued pursuant to this grant shall be subject to any applicable policies implemented by the Board of Directors of UGI as in effect from time to time.

8. <u>No Shareholder Rights</u>. Neither the Participant, nor any person entitled to exercise the Participant's rights in the event of the Participant's death, shall have any of the rights and

privileges of a shareholder with respect to the Shares subject to the Option, until certificates for Shares have been issued upon the exercise of the Option.

9. Assignment and Transfers. Except as the Board may otherwise permit pursuant to the Plan, the rights and interests of the Participant under this Grant Letter may not be sold, assigned, encumbered or otherwise transferred except, in the event of the death of the Participant, by will or by the laws of descent and distribution. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company's parents, subsidiaries, and affiliates.

10. Applicable Law. The validity, construction, interpretation and effect of this Grant Letter shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of laws provisions thereof.

11. Notice. Any notice to UGI provided for in this Grant Letter shall be addressed to UGI in care of the Corporate Secretary at UGI's headquarters, and any notice to the Participant shall be addressed to such Participant at the current address shown on the records of the Company, or to such other address as the Participant may designate to the Company in writing. Any notice shall be delivered by hand, sent by telecopy or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

IN WITNESS WHEREOF, UGI has caused its duly authorized officers to execute and attest this Grant Letter, and the Participant has executed this Grant Letter, effective as of the Date of Grant.

Attest: UGI Corporation

__________ By:______________
Name:
Title:

I hereby (i) acknowledge receipt of the Plan incorporated herein, (ii) acknowledge that I have read the Grant Letter and understand the terms and conditions of it, (iii) accept the Option described in the Grant Letter, (iv) agree to be bound by the terms of the Plan and the Grant Letter, and (v) agree that all the decisions and determinations of the Board or the Committee shall be final and binding on me and any other person having or claiming a right under this Grant.

____
Last Name, First Name

Exhibit 10.5

FORM OF
UGI CORPORATION
2013 OMNIBUS INCENTIVE COMPENSATION PLAN
STOCK UNIT GRANT LETTER

This STOCK UNIT GRANT LETTER is dated _____ (the "Date of Grant") and delivered by UGI Corporation ("UGI"), to _________ (the "Participant") (the "Grant Letter").

RECITALS

The UGI Corporation 2013 Omnibus Incentive Compensation Plan, as amended (the "Plan") provides for the grant of stock units with respect to shares of common stock of UGI ("Shares"). The Board of Directors of UGI (the "Board") has decided to make a stock unit grant to the Participant subject to the terms of the Plan. Each capitalized term not defined herein shall have the meaning assigned to such term in the Plan.

NOW, THEREFORE, the parties to this Grant Letter, intending to be legally bound hereby, agree as follows:

1. Grant of Stock Units.

(a) Subject to the terms and conditions set forth in this Grant Letter, the Board hereby awards the Participant an award of _______ Stock Units (as defined in Section 4). The Stock Units are granted with Dividend Equivalents (as defined in Section 4).

(b) UGI shall keep records in an Account (as defined in Section 4) to reflect the number of Stock Units and Dividend Equivalents credited to the Participant. Fractional Stock Units shall accumulate in the Participant's Account and shall be added to other fractional Stock Units to create whole Stock Units.

2. Dividend Equivalents with Respect to Stock Units.

(a) *Crediting of Dividend Equivalents.* From the Date of Grant until the Participant's Account has been fully distributed, on each payment date for a dividend paid by UGI on its Shares, UGI shall credit to the Participant's Account an amount equal to the Dividend Equivalent associated with the Stock Units credited to the Participant on the record date for the dividend.

(b) *Conversion to Stock Units.* On the last day of each Plan Year (as defined in Section 4), the amount of the Dividend Equivalents credited to the Participant's Account during that Plan Year shall be converted to a number of Stock Units, based on the Unit Value (as defined in Section 4) on the last day of the Plan Year. In the event of a Change of Control (as defined in the Plan) or in the event the Participant dies or Separates from Service (as defined in Section 4) prior to the last day of the Plan Year, as soon as practicable following such event, and in no event later than the date on which Stock Units are redeemed in accordance with Section 3, UGI shall convert the amount of Dividend Equivalents previously credited to the Participant's Account during the Plan Year to a number of Stock Units based on the Unit Value on the date of such Change of Control, death or Separation from Service.

3. Events Requiring Redemption of Stock Units.

(a) *Redemption.* UGI shall redeem Stock Units credited to the Participant's Account at the times and in the manner prescribed by this Section 3. When Stock Units are to be redeemed, UGI will determine the Unit Value of the Stock Units credited to the Participant's Account as of the date of the Participant's Separation from Service or death. Except as described in subsection (c) below, an amount equal to 65% of the aggregate Unit Value will be paid in the form of whole Shares (with fractional Shares paid in cash), and the remaining 35% of the aggregate Unit Value will be paid in cash.

(b) *Separation from Service or Death.* In the event the Participant Separates from Service or dies, UGI shall redeem all the Stock Units then credited to the Participant's Account as of the date of the Participant's Separation from Service or death. In the event of a Separation from Service, the redemption amount shall be paid within 30 business days after the date of the Participant's Separation from Service. In the event of death, the redemption amount shall be paid to the Participant's estate within 60 business days after the Participant's death.

(c) *Change of Control.* In the event of a Change of Control, UGI shall redeem all the Stock Units then credited to the Participant's Account. The redemption amount shall be paid in cash on the closing date of the Change of Control (except as described below). The amount paid shall equal the product of the number of Stock Units being redeemed multiplied by the Unit Value at the date of the Change of Control. However, in the event that the transaction constituting a Change of Control is not a change in control event under section 409A of the Code (as defined in such Code Section), the Participant's Stock Units shall be redeemed and paid in cash upon Separation from Service on the applicable date described in subsection (b) above (based on the aggregate Unit Value on the date of Separation from Service as determined by the Board), instead of upon the Change of Control pursuant to this subsection (c). If payment is delayed after the Change of Control, pursuant to the preceding sentence, the Board may provide for the Stock Units to be valued as of the date of the Change of Control and interest to be credited on the amount so determined at a market rate for the period between the Change of Control date and the payment date.

(d) *Deferral Elections*. Notwithstanding the foregoing, pursuant to the Deferral Plan, the Participant may make a one-time, irrevocable election to elect to have all of the Participant's Stock Units credited to the Participant's account under the Deferral Plan on the date of the Participant's Separation from Service, in lieu of the redemption and payments described in subsection (b) above. If the Participant makes a deferral election, the Participant's Stock Units will be credited to the Participant's account under the Deferral Plan at Separation from Service and the amount credited to the Deferral Plan shall be distributed in accordance with the provisions of the Deferral Plan. If the Participant makes a deferral election under the Deferral Plan and a Change of Control occurs: (i) subsection (c) above shall apply if the Change of

Control occurs before the Participant's Separation from Service and (ii) the terms of the Deferral Plan shall apply if the Change of Control occurs after or simultaneously with the Participant's Separation from Service. An election under the Deferral Plan shall be made in writing, on a form and at a time prescribed by the Committee that administers the Deferral Plan and shall be irrevocable upon submission to the Corporate Secretary.

4. Definitions. For purposes of this Grant Letter, the following terms will have the meanings set forth below:

(a) "*Account*" means UGI's bookkeeping account established pursuant to Section 1, which reflects the number of Stock Units and the amount of Dividend Equivalents standing to the credit of the Participant.

(b) "*Dividend Equivalent*" means an amount determined by multiplying the number of Shares subject to Stock Units by the per-share cash dividend, or the per-share fair market value of any dividend in consideration other than cash, paid by UGI on its common stock.

(c) "*Code*" means the Internal Revenue Code of 1986, as amended.

(d) "*Deferral Plan*" means the UGI Corporation 2009 Deferral Plan.

(e) "*Plan Year*" means the calendar year.

(f) "*Separates from Service*" or "*Separation from Service*" means the Participant's termination of service as a nonemployee director and as an employee of UGI for any reason other than death and shall be determined in accordance with section 409A of the Code.

(g) "*Stock Unit*" means the right of the Participant to receive a Share of UGI common stock, or an amount based on the value of a Share of UGI common stock, subject to the terms and conditions of this Grant Letter and the Plan.

(h) "*Unit Value*" means, at any time, the value of each Stock Unit, which value shall be equal to the Fair Market Value (as defined in the Plan) of a Share on such date.

5. Taxes. All obligations of UGI under this Grant Letter shall be subject to the rights of UGI as set forth in the Plan to withhold amounts required to be withheld for any taxes, if applicable.

6. Conditions. The obligation of UGI to deliver Shares shall also be subject to the condition that if at any time the Board shall determine in its discretion that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the issue of Shares, the Shares may not be issued in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Board. The issuance of Shares to the Participant pursuant to this Grant Letter is subject to any applicable taxes and other laws or regulations of the United States or of any state having jurisdiction thereof.

7. Grant Subject to Plan Provisions and Company Policies.

(a) This grant is made pursuant to the Plan, which is incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The grant and payment of the Stock Units are subject to interpretations, regulations and determinations concerning the Plan established from time to time by the Board in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (i) the registration, qualification or listing of the Shares issued under the Plan, (ii) changes in capitalization of UGI and (iii) other requirements of applicable law. The Board shall have the authority to interpret and construe this Grant Letter pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

(b) All Shares issued pursuant to this Stock Unit grant shall be subject to any applicable policies implemented by the Board of Directors of UGI, as in effect from time to time.

8. No Shareholder Rights. Neither the Participant, nor any person entitled to receive payment in the event of the Participant's death, shall have any of the rights and privileges of a shareholder with respect to Shares, until certificates for Shares have been issued upon payment of Stock Units. The Participant shall not have any interest in any fund or specific assets of UGI by reason of this award or the Stock Unit account established for the Participant.

9. Assignment and Transfers. The rights and interests of the Participant under this Grant Letter may not be sold, assigned, encumbered or otherwise transferred except, in the event of the death of the Participant, by will or by the laws of descent and distribution. If the Participant dies, any payments to be made under this Grant Letter after the Participant's death shall be paid to the Participant's estate. The rights and protections of UGI hereunder shall extend to any successors or assigns of UGI and to UGI's parents, subsidiaries, and affiliates.

10. Compliance with Code Section 409A. Notwithstanding any other provisions hereof, this Grant Letter is intended to comply with the requirements of section 409A of the Code. For purposes of section 409A, each payment of compensation under this Grant Letter shall be treated as a separate payment.

11. Applicable Law. The validity, construction, interpretation and effect of this Grant Letter shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of laws provisions thereof.

12. Notice. Any notice to UGI provided for in this Grant Letter shall be addressed to UGI in care of the Corporate Secretary at UGI's headquarters, and any notice to the Participant shall be addressed to such Participant at the current address shown on the records of UGI, or to such other address as the Participant may designate to UGI in writing. Any notice shall be delivered by hand, sent by telecopy or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

IN WITNESS WHEREOF, the parties have executed this Stock Unit Grant Letter as of the Date of Grant.

Attest: UGI Corporation

__________ By:______________
Name:
Title:

I hereby (i) acknowledge receipt of the Plan incorporated herein, (ii) acknowledge that I have read the Grant Letter and understand the terms and conditions of it, (iii) accept the Stock Units described in the Grant Letter, (iv) agree to be bound by the terms of the Plan and the Grant Letter, and (v) agree that all the decisions and determinations of the Board or the Committee shall be final and binding on me and any other person having or claiming a right under this Grant.

____
Last Name, First Name

EXHIBIT 31.1

CERTIFICATION

I, John L. Walsh, certify that:

1. I have reviewed this periodic report on Form 10-Q of UGI Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2021

/s/ John L. Walsh

John L. Walsh
President and Chief Executive Officer of
UGI Corporation

EXHIBIT 31.2

CERTIFICATION

I, Ted J. Jastrzebski, certify that:

1. I have reviewed this periodic report on Form 10-Q of UGI Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 6, 2021

/s/ Ted J. Jastrzebski

Ted J. Jastrzebski
Chief Financial Officer of UGI Corporation

EXHIBIT 32

Certification by the Chief Executive Officer and Chief Financial Officer
Relating to a Periodic Report Containing Financial Statements

I, John L. Walsh, Chief Executive Officer, and I, Ted J. Jastrzebski, Chief Financial Officer, of UGI Corporation, a Pennsylvania corporation (the "Company"), hereby certify that to our knowledge:

(1) The Company's periodic report on Form 10-Q for the period ended March 31, 2021 (the "Form 10-Q") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

CHIEF EXECUTIVE OFFICER	CHIEF FINANCIAL OFFICER
/s/ John L. Walsh	/s/ Ted J. Jastrzebski
John L. Walsh	Ted J. Jastrzebski
Date: May 6, 2021	Date: May 6, 2021