
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

September 12, 2017

Ferrellgas Partners, L.P.

(Exact name of registrant as specified in its charter)

Delaware

001-11331

43-1698480

(State or other jurisdiction
of incorporation)

(Commission
File Number)

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

7500 College Blvd., Suite 1000, Overland Park,
Kansas

66210

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

913-661-1500

Not Applicable

Former name or former address, if changed since last report

Ferrellgas Partners Finance Corp.

(Exact name of registrant as specified in its charter)

Delaware

333-06693

43-1742520

(State or other jurisdiction
of incorporation)

(Commission
File Number)

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

7500 College Blvd., Suite 1000, Overland Park,
Kansas

66210

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

913-661-1500

n/a

Former name or former address, if changed since last report

Ferrellgas, L.P.

(Exact name of registrant as specified in its charter)

Delaware

000-50182

43-1698481

(State or other jurisdiction
of incorporation)

(Commission
File Number)

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

7500 College Blvd., Suite 1000, Overland Park,
Kansas

66210

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

913-661-1500

n/a

Former name or former address, if changed since last report

Ferrellgas Finance Corp.

(Exact name of registrant as specified in its charter)

Delaware

000-50183

14-1866671

(State or other jurisdiction
of incorporation)

(Commission
File Number)

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

7500 College Blvd., Suite 1000, Overland Park,
Kansas

66210

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

913-661-1500

n/a

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Ferrellgas Partners, L.P.

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. []

Ferrellgas Partners Finance Corp.

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. []

Ferrellgas, L.P.

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. []

Ferrellgas Finance Corp.

Emerging growth company []

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. []

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On September 12, 2017, Thomas M. Van Buren, an Executive Vice President of our General Partner (the "Company") resigned from the Company.

Pursuant to an agreement and release (the "Release") dated September 12, 2017 between Mr. Van Buren and Ferrellgas, Inc., Ferrell Companies, Inc., Ferrellgas Partners, L.P. and Ferrellgas, L.P., (i) Mr. Van Buren will receive \$0.3 million to be paid in bi-weekly installments over the next 12 months and (ii) Ferrellgas, Inc. will cover the employer cost of Mr. Van Buren's medical insurance premiums for 12 months. All existing stock and unit options that Mr. Van Buren has will, through the term of his employment and thereafter, continue to be subject to the terms and conditions of the Ferrell Companies, Inc. and Ferrellgas Partners, L.P. incentive compensation plan documents.

The description of the Release is qualified in its entirety by reference to the full text of the agreement, a copy of which is attached as an Exhibit to this Current Report on Form 8-K.

SIGNATURES

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

September 15, 2017

Ferrellgas Partners, L.P.

By: *Alan C. Heitmann*

Name: Alan C. Heitmann
Title: Executive Vice President; Chief Financial Officer; Treasurer
(Principal Financial and Accounting Officer)

September 15, 2017

Ferrellgas Partners Finance Corp.

By: *Alan C. Heitmann*

Name: Alan C. Heitmann
Title: Chief Financial Officer and Sole Director

September 15, 2017

Ferrellgas, L.P.

By: *Alan C. Heitmann*

Name: Alan C. Heitmann
Title: Executive Vice President; Chief Financial Officer; Treasurer
(Principal Financial and Accounting Officer)

September 15, 2017

Ferrellgas Finance Corp.

By: *Alan C. Heitmann*

Name: Alan C. Heitmann
Title: Chief Financial Officer and Sole Director

Exhibit Index

Exhibit No.	Description
10.1	Agreement and Release dated as of September 12, 2017 by and between Ferrelgas, Inc., Ferrell Companies, Inc., Ferrelgas Partners, L.P., Ferrelgas, L.P. and Thomas M. Van Buren as the executive.

AGREEMENT AND RELEASE

This Agreement and Release is entered on this 12th day of September, 2017 (the "Effective Date") among Ferrell Companies, Inc. ("FCI"), Ferrellgas, Inc. of Overland Park, Kansas (collectively, "Ferrellgas"), and their affiliates, including Ferrellgas Partners, L.P., and/or Ferrellgas, L.P., (all of which will collectively be referred to as "Ferrell") and Thomas Van Buren ("Employee"), to set forth the terms of separation of Employee's employment relationship with Ferrellgas and for all benefits, rights, and obligations between Ferrellgas and Employee (referred to collectively as the "Parties"). Thus, in consideration of the mutual promises, covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Employee has resigned from Ferrellgas as of the Effective Date, and his regular employment will end on September 12, 2017. Ferrell and Employee now desire to fully and finally resolve all issues among or between them arising from Employee's employment by Ferrell and/or the cessation of such employment. Therefore, intending to be legally bound, Ferrell and Employee agree as follows:

1. Employee has resigned as Executive Vice President of Ferrellgas and all of its affiliated entities on the Effective Date. The parties agree that the September 12, 2017 shall be the "Termination Date" referenced in the Employment Agreement between the parties dated May 28, 2015.
2. As severance, Ferrellgas agrees to pay Employee his regular base salary through September 12, 2018 ("Payment Period"). Employee will be paid his previous base salary of \$335,000 per annum on usual the bi-weekly pay periods, subject to withholdings and deductions, during and for the Payment Period. Employee will not be granted any further options or stock appreciation rights. No further rights or benefits, including without limitation stock/common unit Van or stock appreciation rights or vesting, shall accrue to Employee during or after the Payment Period. Employee shall not make any 401(k) contributions nor receive any 401(k) matching during the Payment Period and will voluntarily discontinue deferrals to his Supplemental Savings Plan. Employee will not be entitled to future ESOP allocations after the Effective Date. Employee shall cooperate fully with Ferrell in the transition of his duties and the leadership of Ferrell North America, but shall not undertake any duties on behalf of Ferrell and shall not be considered to be operating within the course of any duties unless specifically directed in writing by Ferrell to do so. Employee shall not have the authority, apparent or actual, to enter into agreements on behalf of Ferrell or to otherwise bind the company, and Employee shall not hold himself out to be an officer of Ferrell. Employee shall not have access to company offices, telephone systems, computer or email systems (subject to Employee's ability to transfer contacts and private account information), or other Ferrell property during the Payment Period unless specifically authorized in writing by Ferrell. Employee will office from his home and all business communications by him shall be directed to Trent Hampton, Sr. Vice President of Ferrellgas. Employee shall be reimbursed only for previously authorized and reasonable out-of-pocket expenses incurred on behalf of Ferrellgas. Employee agrees to be available to assist and cooperate with Ferrell and to respond in a timely manner to reasonable inquiries from Ferrell senior management. Employee agrees that the confidentiality provisions of his Employee Agreement shall extend to any confidential information (as defined in his Employment Agreement) obtained or developed during this period. In the event of a Change in Control (as defined in Employee's May 28, 2015 Employment Agreement).
3. During the Payment Period, Ferrellgas shall provide the employer share of any health, vision, and dental coverage in which Employee and his dependents were enrolled as of the Effective Date and Employee's cost for these benefits will be consistent with the rates charged to active employees during the Payment Period. Employee acknowledges that the end of the Payment Period will constitute a "qualifying event" for COBRA purposes. Employee acknowledges such payments are greater than Ferrell's COBRA obligations.

During the Payment Period, Ferrellgas shall also provide the employer share of the cost of any life and AD&D coverage in which Employee and his dependents were enrolled as of the Effective Date, and Employee's cost for these benefits will be consistent with the rates paid by active employees.

4. In exchange for the mutual promises made here, Employee agrees to forever **RELEASE** and **DISCHARGE** Ferrell, all of Ferrell's affiliated entities, and Ferrell's officers, employees, directors and agents from any and all claims arising from his employment and/or cessation of employment and all debts, obligations, claims, demands, or causes of action of any kind whatsoever, known or unknown, in tort, contract, by statute or on any other basis, for equitable relief, compensatory, punitive or other damages, expenses (including attorney's fees), reimbursements or costs of any kind, including, but not limited to, any and all claims, demands, rights and/or causes of action, including those which might arise out of allegations relating to a claimed breach of an alleged oral or written employment contract, or relating to purported employment discrimination or civil rights violations, such as, but not limited to, those arising under Title VII of the Civil Rights Act of 1964 and all amendments thereto, Executive Order 11246, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Equal Pay Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Older Workers' Benefits Protection Act, and/or any other applicable federal, state, or local employment discrimination or retaliation statute, ordinance or common law doctrine which Employee might assert against Ferrell. Employee waives any right to recover in any lawsuit brought on his behalf by any government agency or other person. Except as specifically provided, this paragraph does not release any rights or obligations under this Agreement or any rights or Employee's interest existing (as of the Effective Date) in the Ferrell Companies, Inc. Incentive Compensation Plan, the Ferrellgas Unit Option Plan, the Ferrell Companies, Inc. Employee Stock Ownership Plan, the Ferrell Companies, Inc. 401(k) Investment Plan, or the Ferrell Companies, Inc. Supplemental Savings Plan. This provision specifically releases any claims by Employee pursuant to his executive employment agreement with Ferrell dated May 28, 2015.
5. Employee acknowledges that he has been employed by Ferrell in a senior management capacity and has supervised employees conducting business throughout the United States, including employees directly involved in the sale, wholesale, and transportation of propane and the purchase and supply of propane, including sale and transport to national and government accounts. In the course of his employment, Employee has received significant Confidential Information (as defined in his Employee Agreement), including specific information regarding Ferrell's strategies, suppliers, product costs and customers throughout the United States and has participated in all meetings of the executive committee and board of directors of Ferrell. For that reason, and in consideration of the financial benefits granted to Employee pursuant to this Agreement, Employee acknowledges that any employment in the propane industry during the Payment Period would result in the inevitable disclosure and/or use of such Confidential Information to the detriment of Ferrell. Therefore, Employee agrees not to accept employment in the retail or wholesale propane distribution or transportation industries in whole or in part within the United States during the two-year period immediately following the Effective Date of his resignation unless the parties mutually agree that such opportunity does not violate the purpose of said agreements.
6. Ferrell and Employee agree that all of Employee's reimbursable moving expenses have been paid by Ferrell and Employee shall not be liable for any repayment of any moving expenses as a result of his resignation.
7. Employee agrees to cooperate Ferrell in the transition plans of Ferrell with respect to his responsibilities.
8. Employee promises not to make any derogatory, disparaging or false statements to any third parties intended to harm the business or personal reputation of Ferrell, its directors, officers and employees, nor to disparage or act contrary to the transition plans of Ferrell.

8. Employee understands and agrees that if he violates any promises, Ferrell may pursue all permissible remedies to redress such violations including seeking repayment of all payments made under this Agreement and Release and recovery of costs and reasonable attorney's fees. If Employee violates any promises during the Payment Period, in addition to its other remedies Ferrell may terminate Employee's engagement as an advisor..
9. Employee agrees that the surviving terms of his Employee Agreement, his FCI Option Grantee Agreements, any Ferrellgas Partners, L.P. Option Agreements, Stock Appreciation Rights Agreements and his Executive Employment Agreement dated May 28, 2015 signed by him, which are along with any similar agreements, incorporated herein by reference, are enforceable agreements by the Parties, that his obligations under these agreements inure to the benefit of Ferrell, and that this Agreement and Release does not release him from any post-employment obligations under them or under any other contract which obligates Employee not to reveal the Confidential Information of Ferrellgas.
10. Employee acknowledges that there is existing litigation and regulatory matters of which he may have knowledge. Employee agrees to remain available (upon reasonable prior notice) to consult with Ferrell in connection with any claims or litigation involving Ferrell and any transitional matters involving Employee's prior duties with Ferrell. Ferrell shall reimburse Employee for his reasonable out-of-pocket expenses in connection with such consultation.
11. This agreement shall be governed by the laws of the state of Kansas, except with respect to the issuance, ownership and exercise of options or stock appreciation rights, which shall be governed by the state of Delaware.

Additional Statement by Employee

I was given a copy of this Agreement and Release and was notified that I have the right to consult with an attorney before signing. Furthermore, I acknowledge being given at least twenty-one (21) days within which to consider this Agreement and Release. I have carefully read and fully understand this Agreement and Release and have had sufficient time and opportunity to consult with my personal tax, financial, and legal advisors prior to signing. By signing this Agreement and Release, I voluntarily indicate my intent to be legally bound by its terms. I understand that I may revoke this Agreement and Release within seven days after signing it but that thereafter it is irrevocable.

THIS IS A RELEASE OF CLAIMS
READ CAREFULLY BEFORE SIGNING

___/s/ Thomas Van Buren—

Thomas Van Buren

___ September 12, 2017 ___

Date

FERRELLGAS, INC.;;
FERRELL COMPANIES, INC.;;
FERRELLGAS PARTNERS, L.P.
FERRELLGAS, L.P.
by FERRELLGAS, INC., a Delaware

Corporation, their General Partner

By ___/s/ Trent Hampton— Date ___ September 12, 2017 ___

Trent Hampton
Sr. Vice President