

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

FORM 8-K/A

(Amendment No. 1)

CURRENT REPORT

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

Date of Report (Date of earliest event reported): December 12, 2023

UGI Corporation

(Exact Name of Registrant as Specified in Its Charter)

Pennsylvania
(State or Other Jurisdiction
of Incorporation)

1-11071
(Commission
File Number)

23-2668356
(IRS Employer
Identification No.)

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

Registrant's Telephone Number, Including Area Code: 610 337-1000

Not Applicable

Former Name or Former Address, if Changed Since Last Report

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

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

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
Corporate Units	UGIC	New York Stock Exchange

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

Emerging growth company

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

EXPLANATORY NOTE

On December 12, 2023, UGI Corporation (the "Company") reported on a Current Report on Form 8-K (the "Original Report") that Roger Perreault had ceased to serve in his position as President and Chief Executive Officer of the Company and as a member of the Board of Directors (the "Board") (and all committees thereof) of the Company. This amendment to the Original Report is being filed to provide information regarding the Separation Agreement and General Release (the "Separation Agreement") and the Consulting Services Agreement (the "Consulting Agreement"), each entered into by and between Mr. Perreault and the Company and subsequently finalized. The information previously reported in the Original Report is incorporated herein by reference.

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

As previously disclosed in the Original Report, Mr. Perreault will receive the severance benefits set forth in the Company's Executive Severance Plan (the "Severance Plan"), a copy of which was filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on October 5, 2021. Pursuant to the Separation Agreement, Mr. Perreault will receive the following additional severance benefits: (i) a cash payment for 9,150 restricted stock units that were granted under the Company's 2021 Incentive Award Plan and vested on January 1, 2024 and (ii) continuation of the financial planning benefit program through February 2025, consistent with the terms previously offered to Mr. Perreault in his capacity as the Company's President and Chief Executive Officer.

In addition, under the Separation Agreement and pursuant to the Consulting Agreement, Mr. Perreault has agreed to serve as a consultant to the Company through August 28, 2024 to aid in the transition of responsibilities as the Company may request. Under the Consulting Agreement, Mr. Perreault will receive a lump sum payment of \$300,000. The non-compete period pursuant to his Confidentiality, Non-Competition and Non-Solicitation Agreement, a copy of which was filed as Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021, also will be reduced to a one-year period from the effective date of the Separation Agreement. The Company retains the right to terminate the Consulting Agreement upon 30 days' prior written notice.

The foregoing descriptions of the terms and conditions of the Separation Agreement and Consulting Agreement do not purport to be complete and are qualified in their entirety by the full text of the Agreements, copies of which are attached as Exhibits 10.1 and 10.2, respectively, to this Amendment to Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Separation Agreement and General Release by and between UGI Corporation and Roger Perreault.
10.2	Consulting Services Agreement by and between UGI Corporation and Roger Perreault.
104	Cover Page Interactive Data File (formatted as inline XBRL).

SIGNATURES

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

UGI Corporation

March 1, 2024

By: /s/ Jessica A. Milner
Name: Jessica A. Milner
Title: Secretary

SEPARATION AGREEMENT AND GENERAL RELEASE

For and in consideration of the promises set forth in this Separation Agreement and General Release (this “Agreement”), and intending to be legally bound, **Roger Perreault** (the “Employee”) and **UGI Corporation** (the “Company”) agree as follows in connection with the Employee’s separation from employment with the Company:

1. Separation of Employment. Effective December 12, 2023 (the “Separation Date”), the Employee’s employment with the Company ceased and the Employee has been deemed to have resigned from all offices and directorships held by the Employee with the Company and any subsidiary or affiliates of the Company.

2. Consideration and Benefits. (a) Subject to the Employee’s execution and delivery of this Agreement, and not thereafter revoking this Agreement during the applicable revocation period and delivery of a written letter of resignation as a director on the Company’s Board of Directors, the Company will pay or provide to the Employee (together, the “Severance Benefits”):

(i) in accordance with the terms set forth in the UGI Corporation Executive Severance Plan, effective October 1, 2021 (the “Severance Plan”), a cash severance payment, the gross amount as set forth on **Exhibit A**, which is incorporated hereto in a lump sum payment as soon as practicable following the Separation Date and expiration of the revocation period applicable hereto;

(ii) a cash payment for the Employee’s 2021 Restricted Stock Units (“2021 RSUs”), such amount equal to 9,150 2021 RSUs multiplied by the closing price of the Company’s common stock on December 29, 2023, which shall be paid no later than 30 business days after the vesting date of the RSUs (January 1, 2024);

(iii) a lump sum equivalent of COBRA premiums, less the amount paid by actively employed plan participants for twenty four months of coverage, being a payment in the gross amount as set forth on **Exhibit A**, subject to required tax withholding deductions;

(iv) effective February 28, 2024, and continuing through August 28, 2024, Employee agrees to serve as a consultant to UGI, to aid in the transition of responsibilities as UGI may request. The terms of the consulting arrangement are set forth in the consultant agreement attached hereto as **Exhibit B**.

(v) outplacement services for a period of up to twelve months through a service provider selected by the Employee; and

(vi) the financial planning benefit program offered by the Company through Goldman Sachs Ayco through February 2025, including in connection with the preparation of Employee’s 2023 tax returns;

(b) The Employee further acknowledges receipt of all earned compensation to date (and the accuracy thereof) and further acknowledges that to the extent the Employee has remaining accrued, unused Vacation / Paid Time Off as of the Separation Date, such Vacation / Paid Time Off will be paid out consistent with Company policy with Employee's final wages. In addition, the Employee acknowledges that he shall not be entitled to receive an annual bonus with respect to the Company's 2024 fiscal year.

(c) Since the Employee is vested under a Company Supplemental Executive Retirement Plan ("SERP"), the Company will pay the Employee an amount calculated and paid in accordance with the terms of the SERP.

3. Release of Claims and Covenant Not to Sue. In consideration of the payments and other benefits described above, the Employee voluntarily and knowingly releases and forever discharges the Company and its parents, partners, subsidiaries and affiliates and its and their predecessors, successors and assigns and its and their directors, officers, employees, partners, insurers, trustees, agents, representatives, lawyers, and all persons acting by, through, under or in concert with them, or any of them (collectively referred to as the "Company and Affiliates") of and from any and all manner of actions, causes of action, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys' fees or expenses, of any nature whatsoever, in law or in equity, fixed or contingent, which the Employee ever had, now has, or may have, or which the heirs, executors or administrators of the Employee hereafter may have, known or unknown, based upon any fact, circumstance, or event occurring or existing at or prior to the Employee's execution of this Agreement. This Release specifically includes, but is not limited to, any claims or actions arising out of or relating to the Employee's employment with the Company and/or separation of employment, any alleged breach of any express or implied contract of employment, any alleged torts or other alleged legal restrictions on Company's right to terminate the employment of the Employee, and any alleged violation of any federal, state or local statute or ordinance, including but not limited to, any claims under Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. §2000e, et seq.; 42 U.S.C. § 1981 ("Section 1981"); the Americans with Disabilities Act ("ADA"), 42 U.S.C. §12101, et seq.; the Age Discrimination in Employment Act, as amended by the Older Workers Benefits Protection Act ("ADEA OWBPA"), 29 U.S.C. § 621 et seq; the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1001 et seq.; the Family and Medical Leave Act ("FMLA"), 29 U.S.C. §2601 et seq.; the Pennsylvania Human Relations Act ("PHRA"), 43 P.S. §951 et seq. (in each case, as amended); and any and all other federal, state or local laws or regulations prohibiting discrimination in the workplace or which otherwise regulate employment terms and conditions. The Employee also releases the Company and Affiliates from any claim for unfair treatment, violation of public policy, breach of express or implied contract, wrongful discharge, intentional or negligent infliction of emotional distress, or any other claims arising under common law now or hereafter recognized that relate in any way to the Employee's employment with the Company, or the termination of that employment, up to and including the date the Employee executes this Agreement. This Release specifically includes any and all claims for counsel fees and costs that are or may be incurred by the Employee for any reason.

The Employee confirms that the Employee has not caused or permitted any charge, complaint, lawsuit, arbitration or any other action or proceeding whatsoever to be filed against any of the Company and Affiliates based on Employee's employment with the Company or the

termination of that employment to date. The Employee promises never to file any complaint, demand for arbitration, or lawsuit against any of the Company and Affiliates, or allow any other party acting on the Employee's behalf to do so, based on or asserting any claims relating to the Employee's employment with the Company, the termination of employment with the Company, or any of the claims released herein. The Employee agrees that if the Employee hereafter commences any suit arising out of, based upon, or relating to any of the claims released hereunder or in any manner asserts against the Company and Affiliates, or any of them, any of the claims released hereunder, then the Employee agrees to pay to the Company and Affiliates, and each of them, in addition to any other damages caused to the Company and Affiliates thereby, all attorneys' fees incurred by the Company and Affiliates in defending or otherwise responding to said suit or claim.

The Employee further represents and warrants that there has been no assignment or other transfer of any interest in any claim which the Employee may have against the Company and Affiliates, or any of them, and the Employee agrees to indemnify and hold the Company and Affiliates, and each of them, harmless from any liability, claims, demands, damages, costs, expenses and attorneys' fees incurred by the Company and Affiliates, or any of them, as the result of any such assignment or transfer or any rights or claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Company and Affiliates against the Employee under this indemnity.

Notwithstanding the broad scope of the general release of claims above, nothing in this Agreement is intended to waive claims (a) for unemployment or workers' compensation benefits, (b) for vested rights under employee compensation, equity, and benefit plans as applicable on the date Employee signs this Agreement, (c) that may arise after Employee signs this Agreement, (d) for reimbursement of expenses under the Company's expense reimbursement policies, (e) which cannot be released by private agreement, (f) for indemnification and/or advancement of expenses arising under any indemnification agreement between the Employee and the Company or under the bylaws, certificate of incorporation or other similar governing document of the Company, (g) with respect to the Employee's right to communicate directly with, cooperate with, or provide information to, any federal, state or local government regulator or (h) for discrimination, harassment, interference with leave rights, and retaliation, which are brought to the attention of the U.S. Equal Employment Opportunity Commission or similar state or local administrative agency; provided, however, that the Employee releases the his right to secure damages or other relief for any such alleged treatment.

4. Time to Consider Agreement; Revocation. The Company advises Employee to consult with an attorney prior to signing this Agreement. Employee has at least twenty-one (21) days to consider whether to sign this Agreement from the date Employee receives this Agreement and any attached information ("Consideration Period"). If Employee signs and returns this Agreement before the end of the Consideration Period, it is because Employee freely chose to do so after carefully considering its terms, and Employee knowingly and voluntarily waives the remainder of the Consideration Period. Employee further agrees that the Company has made no threats or promises to induce Employee to sign earlier. Additionally, Employee shall have seven (7) days from the date the Employee signs this Agreement to revoke this Agreement ("Revocation Period"). This Agreement will become effective on the day after the end of the Revocation Period, provided Employee does not revoke this Agreement ("Effective Date"). Employee should return a

signed copy of this Agreement and any written revocation by hand delivery, mail or email to Judy Zagorski, UGI Corporation Chief Human Resources Officer, zagorskij@oneugi.com; 500 North Gulph Road, King of Prussia, PA 19406. Employee agrees with the Company that changes, whether material or immaterial, do not restart the running of the Consideration Period.

5. No Further Obligations. From and after the Separation Date, the Company and Affiliates have no obligation to provide the Employee with any payments, benefits or considerations (including, without limitation, pursuant to the Company's Severance Plan and any Company bonus plan) other than those described herein, except for the continuation of the Employee's medical benefits at the Employee's own expense to the extent required by law and any vested retirement or other benefits to which the Employee is entitled under the terms of the applicable benefit plans. The Employee acknowledges and agrees that, from and after the Separation Date, except for the 2021 RSUs, all stock options, performance stock units and restricted stock units issued to the Employee under the UGI Corporation 2013 Omnibus Incentive Compensation Plan (the "2013 Plan") and the UGI Corporation 2021 Incentive Award Plan (the "2021 Plan") will be forfeited in accordance with the terms and conditions of the 2013 Plan, the 2021 Plan, and all applicable grant letters. The Employee further acknowledges and agrees that the Employee is releasing any claims for stock options, performance stock units, restricted stock units or rights under the 2013 Plan or the 2021 Plan, except as described herein and except for those rights vested under such plans.

6. Parties' Relationship; Non-Disparagement. The Employee's employment relationship with the Company and Affiliates will be permanently and irrevocably terminated as of the Separation Date, and the Company and Affiliates do not have any obligation to re-employ the Employee. From the date of this Agreement through the Separation Date, the Employee will assist the Company and Affiliates to conclude any matters that are pending and shall continue to provide such assistance after the Separation Date provided such assistance does not interfere with any subsequent employment obtained by the Employee. The Employee agrees that the Employee will not disparage or make negative references, either orally or in writing, about the Company and Affiliates or any officer, director, agent or employee of the Company and Affiliates or its or their policies, procedures, programs or business practices. Nothing in this provision shall limit the Employee's ability to provide accurate and factual information concerning the Employee's termination of employment.

7. No Admissions. Nothing contained in this Agreement shall be considered to be an admission by the Company and Affiliates of any violation of any federal, state or local law or of any duty owed by the Company and Affiliates to the Employee.

8. Return of Property. In further consideration of the payments made hereunder, the Employee also represents that the Employee has returned all Company-issued equipment, vehicles, records and confidential information to the Company. To the extent the Employee has any Company equipment, records or confidential information stored on a non-Company device (e.g., personal computer, tablet, USB drive, cell phone, Cloud storage, etc.), the Employee represents that (a) if the information is subject to an active Company legal hold, the Employee will contact the Company's General Counsel as soon as practicable so that the information may be collected for preservation purposes, and (b) if the information is not subject to any active Company legal

hold, the Employee will, not later than the Separation Date, delete the information in a manner that makes the data no longer accessible to the Employee.

9. Protected Rights. Nothing in this Agreement including but not limited to the acknowledgments, release of claims, proprietary information, return of property, confidentiality, cooperation, and non-disparagement provisions, (a) limits or affects Employee's right to disclose or discuss sexual harassment or sexual assault disputes, or any other unlawful or unsafe Company conduct or practices; (b) limits or affects Employee's right to challenge the validity of this Agreement under the ADEA or the OWBPA, (c) prevents Employee from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to, reporting or making other disclosures protected under the whistleblower provisions of applicable law or regulation to, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the Securities and Exchange Commission, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws; or from testifying, providing evidence, or responding to a subpoena or discovery request in court litigation or arbitration. However, by signing this Agreement Employee is waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Employee or on Employee's behalf by any third party, except for any right Employee may have to receive a payment or award from a government agency (and not the Company) for information provided to the government agency or otherwise where prohibited.

Notwithstanding the confidentiality and non-disclosure obligations in this Agreement and otherwise, Employee understands that as provided by the Federal Defend Trade Secrets Act, Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

10. Entire Agreement. Neither the Company and Affiliates nor their agents, representatives or attorneys have made any representations to the Employee concerning the terms or effects of this Agreement other than those contained herein. This Agreement is the only agreement between the parties and supersedes all prior agreements between the parties regarding the subjects covered by it. This Agreement may only be changed by means of a written modification signed by both parties. The parties acknowledge that the Confidentiality, Non-Competition, and Non-Solicitation Agreement remains in full force and effect, except that Section 5b of that Agreement is amended so that the restricted time period for the covenants set forth in Section 5b is lessened from two (2) years from the last date of employment to one (1) year from the Effective Date.

11. Choice of Law and Forum. This Agreement and the obligations of the parties hereto shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions. The Employee agrees to the exclusive jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania in all disputes that may arise between the Employee and the Company and its affiliates.

12. Severability. If any provision of this Agreement is or shall be declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected thereby and shall remain in full force and effect; provided however, if the Release of Claims provision of this Agreement set forth in paragraph 3 hereof is found invalid, illegal, or unenforceable, Employee agrees to provide the Company an enforceable Release of Claims with respect to any matter whatsoever which is encompassed within the Release of Claims herein, without payment of additional consideration. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning. No party shall be considered the “drafter” of this Agreement and this Agreement shall not be construed strictly for or against any of the parties.

13. Assignment. Employee agrees that Employee may not assign Employee’s rights or obligations under this Agreement. Employee further agrees that the Company may assign this Agreement to a successor or assignee in connection with a merger, consolidation or sale or transfer of assets.

14. Signing of Counterparts. This Agreement may be executed in counterparts. Each counterpart when executed shall have the efficacy of a signed original, and all such counterparts together shall constitute one Agreement. PDF and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

[signature page to follow]

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT THIS AGREEMENT CONTAINS A GENERAL RELEASE OF CLAIMS RELATING TO MY EMPLOYMENT AND THE TERMINATION OF MY EMPLOYMENT WITH THE COMPANY. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT DURESS OR COERCION.

EMPLOYEE

/s/ Roger Perreault
Roger Perreault

DATE: February 29, 2024

UGI CORPORATION

By: /s/Judy Zagorski
Judy Zagorski
Chief Human Resources Officer

DATE: February 29, 2024

EXHIBIT A

Severance Payment Offering: \$4,500,000

COBRA Equivalent Payment Offering: \$32,709.60

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this “Agreement”), is made as of February 28, 2024, by and between **UGI Corporation**, (“UGI”) and Roger Perreault (“Consultant”).

Agreement

1. **Services to be Provided and Information to be Provided.** During the Term (as defined in Section 2 hereof), Consultant shall perform certain services related to UGI’s business as requested by UGI from time to time (the “Services”). The content, style, form and format of Consultant’s work product shall be completely satisfactory to UGI and shall be consistent with UGI’s standards. Consultant shall dedicate sufficient time and resources to perform the Services in a manner satisfactory to UGI. Consultant shall not be liable for any error of judgment or mistake of law or for any loss arising out of or in connection with the performance of the Services, unless due to Consultant’s gross negligence or willful misconduct in the performance of the Services.

2. **Term.** The term of this Agreement shall begin on the Effective Date (as defined in the Separation Agreement and General Release executed by and between UGI and Consultant of even date herewith (the “Effective Date”) and shall continue until August 28, 2024, unless earlier terminated pursuant to Section 6 (the “Term”).

3. **Compensation and Expenses.**

(a) Consultant shall be paid a lump sum cash payment of Three Hundred Thousand Dollars (\$300,000) (the “Consulting Fee”) for performance of the Services. The Consulting Fee shall be paid on a 1099 basis and the Consultant may designate an LLC to receive the Consulting Fee. Payment of the Consulting Fee shall be made within thirty (30) days after the Effective Date. Consultant shall be solely responsible for any and all taxes, social security, disability insurance, unemployment and other payroll type taxes applicable to such compensation or reimbursement and shall indemnify, defend and hold harmless UGI from and against any and all claims, taxes, liabilities, costs and expenses (including reasonable attorney’s fees) resulting from or incident to any claims relating to tax or withholding under the Internal Revenue Code or any applicable state tax code. The provisions of this Section 3 shall survive the expiration or termination of this Agreement.

(b) UGI shall reimburse Consultant for approved and documented out of pocket costs and expenses (including Consultant travel, lodging or other expenses) incurred or paid by Consultant in connection with, or related to, the performance of the Services under this Agreement; provided that these expenses are approved in writing by UGI before being incurred and are incurred in accordance with UGI’s Travel and Entertainment Policy. Consultant shall bill approved expenses on a monthly basis as incurred and shall submit all invoices to UGI CORPORATION, 500 North Gulph Road, King of Prussia, Pennsylvania 19406, Attn: Accounts Payable. Upon receipt of the invoice, UGI will pay any undisputed invoices within thirty (30) days.

4. Independent Contractor; Performance.

(a) **Independent Contractor Status.** For purposes of this Agreement and all Services to be provided hereunder, Consultant shall not be considered a partner, co-venturer, agent, employee, or representative of UGI, but shall remain in all respects an independent contractor, and Consultant shall at all times conduct himself in a manner that is consistent with an independent contractor, non-employee, and non-agent status. Consultant shall not have any right or authority to make or undertake any promise, warranty or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of the Company. Consultant is rendering the Services for specified compensation for a specified result and is not under the control of UGI as to the means by which such result is accomplished.

(b) **No Benefits.** Consultant is not an employee of UGI and shall not be entitled to participate in or receive any benefit or right as an employee of UGI under any of its employee benefit and welfare plans, including, without limitation, employee insurance, option, pension, savings, equity and security plans as a result of Consultant entering into this Agreement.

(c) **Survival.** The provisions of this Section 4 shall survive the expiration or sooner termination of this Agreement.

5. Confidentiality and Compliance with Securities Laws.

(a) **Confidential Information.** Consultant agrees to hold in strictest confidence, and not to use, except in connection with Consultant's performance of the Services, or disclose to any person or entity any Confidential Information (as defined below) of UGI without the prior written authorization of an officer of UGI. As used herein, "**Confidential Information**" means any proprietary or confidential information, technical data, trade secrets or know-how, including, but not limited to: proposed project information, financial statements, budgets and plans, operational strategies, UGI personnel information, forecasts, facility information, facility performance data, plot plans, property records, customer information, customer contracts, supply contracts, business plans, projections, corporate financial information, computer programs and models; and other business information of UGI disclosed or otherwise learned or discovered, either directly or indirectly in writing, orally, or by inspection of documents or other tangible property or in machine readable, storable or retrievable form. Confidential Information shall not include information that is (i) in or becomes part of the public domain other than by disclosure by Consultant in violation of this Agreement; (ii) demonstrably known to Consultant before the Effective Date, without a duty of confidentiality and not obtained by reason of Consultant's employment with UGI; (iii) independently developed by Consultant without use or consultation of the Confidential Information; (iv) rightfully obtained by Consultant from third parties without a duty of confidentiality; or (v) required to be publicly disclosed, upon opinion of counsel, by law, statute or regulation.

(b) **Compliance with Securities Laws.** Consultant acknowledges and agrees that by receiving the Confidential Information (i) Consultant may be receiving material non-public information about UGI, and (ii) there exist securities laws that may restrict or eliminate

Consultant's ability (including the ability of Consultant's associates, family members and other representatives) to sell or purchase securities of UGI while in possession of such material non-public information.

(c) **Survival.** The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

6. **Termination.** Notwithstanding the provisions of Section 2 hereof, this Agreement may be terminated prior to the expiration of the Term by UGI at any time and for any reason upon thirty (30) days' prior written notice to Consultant. UGI shall be responsible for any portion of the compensation and approved incurred expenses owed to Consultant under Section 3 for any Services rendered prior to the effective date of such termination.

7. **No Conflicting Agreements.** Consultant represents that Consultant is not a party to any existing agreement that would prevent Consultant from entering into and performing this Agreement. Consultant shall not enter into any other agreement that is in conflict with Consultant's obligations under this Agreement or similar in scope to the Services.

8. **Return of UGI's Property.** All work product created by Consultant in connection with its performance of the Services shall constitute contract deliverables under this Agreement and shall be the property solely of UGI without claims by or restrictions in favor of Consultant. Promptly upon the expiration or termination of this Agreement, or any earlier time as requested by UGI, Consultant shall return to UGI all Confidential Information of UGI and all software, documentation devices, records, data, notes, reports, proposals, lists, correspondence, business plans or strategies, other documents or property, or reproductions of any aforementioned items containing Confidential Information of UGI or developed by Consultant as part of or in connection with the Services or otherwise belonging to UGI.

9. **Equitable Relief.** Consultant agrees that it would be impossible or inadequate to measure and calculate the damages from any breach of this Agreement. Accordingly, Consultant agrees that if Consultant breaches this Agreement, UGI shall have, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Consultant further agrees that no bond or other security shall be required in obtaining such equitable relief and Consultant hereby consents to the issuance of such injunction and to the ordering of specific performance.

10. **Entire Agreement, Amendment and Assignment.** This Agreement is the sole agreement between Consultant and UGI with respect to the Services to be performed hereunder. No modification to any provision of this Agreement shall be binding unless in writing and signed by both Consultant and UGI. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the waiving party. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto,

except that the duties and responsibilities of Consultant hereunder are of a personal nature and shall not be assignable or delegable in whole or in part by Consultant.

11. **Governing Law; Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws provisions. Consultant hereby consents to the exclusive jurisdiction of the courts located in the Commonwealth of Pennsylvania (including in the United States District Court for the Eastern District of Pennsylvania) in any action or proceeding which may be brought by or against it under or in connection with this Agreement and in the event any such action or proceeding shall be brought against it, Consultant agrees not to raise any objection to such jurisdiction or to the laying of the venue thereof in such state. Consultant agrees that service of process in such action or proceeding may be duly effected upon it by service in accordance with the provisions of the Uniform Interstate and International Procedure Act.

12. **Notices.** All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered, sent by email or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to UGI, to:

UGI Corporation
500 North Gulph Road
King of Prussia, PA 19406
Attn: Kathleen Shea Ballay
Email: XXXXXXXXXXXX
General Counsel and Chief Legal Officer

If to Consultant, to:

Roger Perreault
XXXXXXXXXXXX
XXXXXXXXXXXX, XX XXXXX
Email: XXXXXXXXXXXX

With a Copy to:

XXXXXXXXXXXX
Ballard Spahr LLP
1735 Market St, 51st Fl.
Philadelphia, PA 19103
Email: XXXXXXXXXXXX

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same instrument.

14. **Severability.** If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

15. **Restrictive Covenants.** Consultant hereby acknowledges that the previously executed and delivered Confidentiality, Non-Competition and Non-Solicitation Agreement dated as of June 26, 2021 (the “Confidentiality Agreement”) with the Company remains in full force and effect in accordance with its terms; provided, however, that the two-year time period set forth in Section 5b of the Confidentiality Agreement shall be amended and modified such that the obligation set forth in Section 5b shall commence on the Effective Date and terminate on the first (1st) anniversary of the Effective Date.

16. **Acknowledgement of Assistance of Counsel.** Each party acknowledges that it has reviewed and entered into this Agreement with the advice and assistance of legal counsel.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has duly executed this Consulting Services Agreement to be effective as of the Effective Date.

UGI CORPORATION

CONSULTANT

/s/ Mario Longhi
Name: Mario Longhi
Title: Interim President and
Chief Executive Officer

/s/ Roger Perreault
Name: Roger Perreault

Signature Page for Perreault Consulting Services Agreement

