

THIS DOCUMENT PREPARED BY:

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**ASSIGNMENT OF MORTGAGE,
ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT,
FINANCING STATEMENT
AND FIXTURE FILING**

This ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING, dated as of August 28th, 2003 (this "*Assignment*") made between BANK OF AMERICA, N.A. (formerly known as Bank of America National Trust and Savings Association), a national banking association having an address at 1445 Market Street, 12th Floor, San Francisco, California 94103, as Collateral Agent for the benefit of the Secured Creditors under the Intercreditor Agreement (as modified, amended, supplemented and assigned) (the "*Assignor*") and WACHOVIA BANK, NATIONAL ASSOCIATION, having an address at 301 South College Street, 5th Floor, NC-0760, DC-05 Charlotte, NC 28288-0760, as successor collateral agent for the benefit of the Secured Creditors under the Intercreditor Agreement (as modified, amended, supplemented and assigned) (the "*Assignee*"). All capitalized terms used herein and not separately defined in the body of this Assignment shall have the meanings provided in the Mortgage (as hereinafter defined).

WITNESSETH:

WHEREAS, the Assignor is the holder of the Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing, effective as of April 19, 1995, from AmeriGas Propane, L.P., doing business in Alabama as AmeriGas Propane, Limited Partnership, a Delaware limited partnership ("*Mortgagor*") in favor of Assignor and recorded on

May 23, 1995 as Instrument #1995-13475 in the real estate records of Shelby County, Alabama (as amended, supplemented, assigned and in effect from time to time, the "*Mortgage*");

WHEREAS, the Mortgage encumbers, among other things, the real property described in Exhibit A attached hereto;

WHEREAS, Mortgagor, AmeriGas Propane, Inc., Petrolane Incorporated, Assignor and the other financial institutions party thereto executed and delivered that certain Second Amended and Restated Credit Agreement dated as of August 22, 2002 (as amended, supplemented and in effect from time to time, the "*Existing Credit Agreement*");

WHEREAS, the Existing Credit Agreement is being terminated as of the date hereof;

WHEREAS, Mortgagor, AmeriGas Propane, Inc., Petrolane Incorporated, Assignee and the other financial institutions party thereto executed and delivered that certain Credit Agreement dated as of the date hereof (the "*New Credit Agreement*");

WHEREAS, the New Credit Agreement constitutes Parity Debt Obligations which are among the Obligations already secured by the Mortgage;

WHEREAS, Assignor, effective as of the date hereof, is resigning as collateral agent pursuant to Section 12 of the Intercreditor Agreement;

WHEREAS, either the Secured Creditors or Mortgagor, effective as of the date hereof, is appointing Assignee as successor Collateral Agent or interim Collateral Agent (both as defined in the Intercreditor Agreement), as applicable, pursuant to Section 12 of the Intercreditor Agreement; and

WHEREAS, pursuant to the terms of the Mortgage, Assignor has provided notice to Mortgagor that the notice address of Mortgagee, as stated in the Mortgage, has been changed to WACHOVIA BANK, NATIONAL ASSOCIATION, having an address at 301 South College Street, 5th Floor, NC-0760, DC-05 Charlotte, NC 28288-0760, Attention: Agency Management.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor and the Assignee, Assignor hereby assigns to Assignee the Mortgage, together with the notes or obligations described in or secured by the Mortgage, without representation or warranty and upon the express condition, understanding and agreement that this Assignment is made without recourse to Assignor or by any successor to the interest of Assignor in the Mortgage.

(Signature Page to Follow)


Alabama

IN WITNESS WHEREOF, the Assignee has caused this Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing to be duly executed as of the 28 day of August, 2003.

ATTEST:

BANK OF AMERICA, N.A. (formerly known as Bank of America National Trust and Savings Association), as Collateral Agent

By: Rachel R. Cummings
Name: Rachel R. Cummings
Title: Secretary

By: 
Name: Katherine Traviss
Title: Assistant Vice President

THE STATE OF NORTH CAROLINA)
): ss.
MECKLENBURG COUNTY)

I, LANCE M. PARKER, a Notary Public in and for said County in said State, hereby certify that Katherine Traviss, whose name as Assistant Vice President of BANK OF AMERICA, N.A. (formerly known as Bank of America National Trust and Savings Association), as Collateral Agent, a national association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said national association.

Frances M. Parker
Notary Public

My commission expires: 5/8/2007

[SEAL]

PETROLANE ALABAMA
PROPERTY NO. P0017
SHELBY COUNTY
HIGHWAY 17
MAYLENE, AL

EXHIBIT A

20031209000795860 Pg 4/4 20.00
Shelby Cnty Judge of Probate, AL
12/09/2003 08:07:00 FILED/CERTIFIED

THAT TRACT OR PARCEL OF LAND IN THE SOUTHEAST CORNER OF THE
SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 21,
RANGE 3 WEST, LYING BETWEEN THE MONTEVALLO-MAYLENE ROAD, SHELBY
COUNTY NO. 17, ON THE EAST, THE SOUTHERN (AGS) RAILWAY ON THE
WEST, LAND OF THE MONTEVALLO LIMESTONE COMPANY ON THE SOUTH, AND
A LOCAL ROAD, OR DRIVE GOING FROM SHELBY COUNTY ROAD NO. 17
ACROSS THE SOUTHERN RAILWAY TO HOUSE AND OTHER LANDS NOW OR FORMERLY
OF OV. WOOD, CONTAINING 1.46 ACRES MORE OR LESS.