

THIS DOCUMENT PREPARED BY:

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

This AMENDMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING, dated as of August 28, 2003 (as amended, supplemented and in effect from time to time, this "***Amendment***") made between AMERIGAS PROPANE, L.P., a Delaware limited partnership having an address at 460 North Gulph Road, King of Prussia, Pennsylvania 19406 (the "***Mortgagor***") and WACHOVIA BANK, NATIONAL ASSOCIATION, having an address at 301 South College Street, 5<sup>th</sup> Floor, NC-0760, DC-05 Charlotte, North Carolina 28288-0760, as successor collateral agent for the benefit of the Secured Creditors under the Intercreditor Agreement (as modified, amended, supplemented and assigned) (the "***Mortgagee***"). All capitalized terms used herein and not separately defined in the body of this Amendment shall have the meanings provided in the Mortgage (as hereinafter defined).

**W I T N E S S E T H:**

WHEREAS, the Mortgagee 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 Mortgagor in favor of Bank of America, N.A. (formerly known as Bank of America National Trust and Savings Association) as Collateral Agent for the benefit of the Secured Creditors under the Intercreditor Agreement (as modified, amended, supplemented and assigned) (the "***Original Mortgagee***"), and recorded on May 23, 1995 in Instrument No.: 1995-13475 in

the real estate records of Shelby County, Alabama (as amended and supplemented and in effect from time to time, the “*Mortgage*”);

WHEREAS, Original Mortgagee has assigned the Mortgage to Mortgagee, together with the notes or obligations described in or secured by 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, the Original Mortgagee 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, Mortgagee 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, the Mortgagor and the Mortgagee wish to amend the Mortgage in the manner hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor and the Mortgagee, the Mortgagor and the Mortgagee agree as follows:

1. Mortgagor and Mortgagee ratify and confirm that the following obligations are among the Obligations secured by the Mortgage: (i) the Note Agreements, as amended by that certain First Amendment dated as of September 12, 1997, that certain Second Amendment dated as of September 15, 1998, that certain Third Amendment dated as of March 23, 1999, that certain Fourth Amendment dated as of March 16, 2000 and that certain Fifth Amendment dated as of August 1, 2001; (ii) the Mortgage Notes; (iii) the Series D First Mortgage Notes; (iv) that certain Note Agreement dated as of March 15, 1999 pursuant to which the Series D First Mortgage Notes were issued, as amended by that certain First Amendment dated as of March 16, 2000 and that certain Second Amendment dated as of August 1, 2001; (v) the Series E First Mortgage Notes; (vi) that certain Note Agreement dated as of March 15, 2000 pursuant to which the Series E First Mortgage Notes were issued, as amended by that certain First Amendment dated as of August 1, 2001; and (vii) the New Credit Agreement, as amended and/or restated from time to time.

2. All references in the Mortgage to “Credit Agreement” shall mean New Credit Agreement.

3. The Mortgagor and the Mortgagee affirm, as specified in the cover page, the last TOGETHER clause and Section 4.09 of the Mortgage, that the total maximum principal amount of indebtedness secured by the Mortgage is \$7,000.00 (subject to the terms and provisions of the Mortgage).

4. Except as amended by this Amendment, the Mortgage is ratified and confirmed in all respects and is in full force and effect.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart, executed by all of the parties hereto.

6. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**(Signature Pages Follow)**

IN WITNESS WHEREOF, the parties have has caused this Amendment to be duly executed as of the 28<sup>th</sup> day of August, 2003.

ATTEST:

WACHOVIA BANK, NATIONAL  
ASSOCIATION

By: Christy L. Mowder  
Name: CHRISTY L. MOWDER

By: Michael L. Bright  
Name: Michael L. Bright

By: Lawrence P. Sullivan  
Name: Lawrence P. Sullivan  
Title: Vice President

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

On this 28<sup>th</sup> day of AUGUST, 2003, personally appeared before me Lawrence P. Sullivan, to me known (or proved to me on the basis of satisfactory evidence) to be the Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, that executed the within and foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument.

Lawrence M. Parker  
Notary Public

[SEAL]

My commission expires: 5/8/2007



ATTEST:

AMERIGAS PROPANE, L.P., a Delaware  
limited partnership

BY: AmeriGas Propane, Inc., a  
Pennsylvania corporation, General Partner

By: Linda G. Brennan  
Name: LINDA G. Brennan

By: Margaret M. Calabrese  
Name: MARGARET M. CALABRESE

By: Robert H. Knauss  
Name: Robert H. Knauss  
Title: Vice President

COMMONWEALTH

OF PENNSYLVANIA )

): ss.

COUNTY OF MONTGOMERY )

On this 8<sup>th</sup> day of October, 2003, personally appeared before me Robert H. Knauss, to me known (or proved to me on the basis of satisfactory evidence) to be the Vice President of AmeriGas Propane, Inc., a Pennsylvania corporation, General Partner of AMERIGAS PROPANE, L.P., a Delaware limited partnership, that executed the within and foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument, and that by his signature on the instrument the entity upon behalf of which he/she acted, executed the instrument.

Susan Lienkeholder  
Notary Public

My commission expires: March 1, 2004

[SEAL]

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

**EXHIBIT A**

20031209000795870 Pg 6/6 36.50  
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.