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Shelby Cnty Judge of Probate, AL  
04/11/2005 04:04:30PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div>Nachael L. Bright, Esq. Parker Poe Adams &amp; Bernstein L.L.P. Three Wachovia Center 401 South Tryon Street, Suite 3000 Charlotte, North Carolina 28202</div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR	AMERIGAS PROPANE, L.P.			
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
460 NORTH GULPH ROAD	KING OF PRUSSIA	PA	19406	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Limited Partnership	Delaware	2464678 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	WACHOVIA BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
301 SOUTH COLLEGE STREET, 6TH FLOOR	CHARLOTTE	NC	28288	USA

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED SCHEDULE I FOR DESCRIPTION OF COLLATERAL.  
SEE ATTACHED EXHIBIT A FOR DESCRIPTION OF REAL PROPERTY.

This financing statement should have been filed with the Amended Mortgage, previously filed, on which taxes have already been paid.  
No taxes are payable with the filing of this statement.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA (AMERIGAS PROPANE, L.P.) Shelby County, Alabama						



## Schedule I

The financing statement to which this Schedule I is attached and of which it is made a part covers, without limitation, all of Debtor's right, title and interest in and to the items set forth in Part A hereof and Part B hereof, whether now or hereafter owned, existing or arising (the "*Collateral*"):

### Part A

(i) all Receivables, (ii) all Contracts, other than Contracts the collateral assignment of which is prohibited by law or judicial determination or as to which Debtor has not been able to obtain consent for the collateral assignment under the General Security Agreement and such requirement for consent is not invalidated by applicable law or course of conduct (but including, without limitation, the License Agreements) together with all Contract Rights arising thereunder, (iii) all Equipment, including without limitation all railcars and vehicles (and the certificates of title and other registrations relating thereto), (iv) all Inventory, (v) all Investment Property, (vi) all Marks, together with the registrations and right to all renewals thereof, and the goodwill of the Business of Debtor symbolized by the Marks, (vii) all Patents and Copyrights, (viii) all computer programs of Debtor and all intellectual property rights therein and all other proprietary information of Debtor, including, but not limited to, trade secrets, (ix) the Cash Concentration Account established for Debtor and all monies, securities and instruments deposited or required to be deposited in the Cash Concentration Account, (x) all other Goods, General Intangibles, Chattel Paper, Documents, Instruments and the Pledged Shares (and Distributions and Dividends in respect thereof) and (xi) all Proceeds and products of any and all Collateral referred to in clauses (i) through (x).

As used herein the following terms have the meanings set forth below:

Business: the business of wholesale and retail sales, distribution and storage of propane gas and related petroleum derivative products and the retail sale and distribution of propane related supplies and equipment, including home appliances.

Capital Stock: with respect to any person, any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, including with respect to partnerships, partnership interests (whether general or limited) and any other interest or participation that confers upon a Person the right to receive a share of the profits and losses of, or distributions of assets of, such partnership, and any rights (other than debt securities convertible into capital stock), warrants or options exchangeable for or convertible into such Capital stock.

Cash Concentration Account: any bank account that is created in accordance with, and to perform the function contemplated for the "Cash Concentration Account" in the General Security Agreement.

Chattel Paper: as defined in the UCC.

Commodity Account: an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.



**Commodity Contract:** a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

**Commodity Customer:** a Person for whom a Commodity Intermediary carries a Commodity Contract on its books.

**Commodity Intermediary:** (a) a Person who is registered as a futures commission merchant under the federal commodities laws or (b) a Person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

**Contracts:** of any Person, all contracts between such Person and one or more additional parties.

**Contract Rights:** of any Person, all rights of such person (including without limitation all rights to payments and indemnities) under each Contract.

**Copyrights:** as to any Person, any United States copyright which such Person now or hereafter has registered with the United States Copyright Office, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by such Person.

**Distributions:** all dividends of Capital Stock, liquidating dividends, shares of Capital Stock resulting from (or in connection with the exercise of) stock splits, reclassifications, warrants, options, non-cash dividends, mergers, consolidations, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Pledged Shares or other shares of Capital Stock constituting Collateral other than Dividends.

**Dividends:** cash dividends and cash distributions with respect to any Pledged Shares or other Pledged Property made in the ordinary course of business and not as a liquidating dividend.

**Documents:** as defined in the UCC.

**Entitlement Holder:** a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or(3) of the UCC, such Person is the Entitlement Holder.

**Equipment:** as to any Person, any "equipment," as such term is defined in the UCC, now or hereafter owned by such Person and, in any event, shall include but shall not be limited to railcars, all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by such Person and any and all additions, substitutions and replacements



of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

Financial Asset: (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a Financial Asset under Article 8 of the UCC. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a Person's claim to it is evidenced, including a certified or uncertified Security, a certificate representing a Security or a Security Entitlement.

General Intangibles: as defined in the UCC.

General Security Agreement: the General Security Agreement dated as of April 19, 1995 among Debtor, Secured Party (as successor in interest to Bank of America, N.A. (formerly Bank of America National Trust and Savings Association)) and Mellon Bank, N.A., as Cash Collateral Sub-Agent, as the same may be amended, supplemented or otherwise modified from time to time.

Goods: as defined in the UCC.

Instrument: as defined in the UCC.

Inventory: goods held by a Person for sale or lease or to be furnished under contracts or service or if such Person has so furnished them, or if they are raw materials, work in process, materials used or consumed in the Business or finished inventory of every type or description (including without limitation all liquified petroleum gas), in each case as would be shown as inventory on a balance sheet of such Person prepared in accordance with GAAP consistently applied; and all documents of title covering such inventory, and shall specifically include all "inventory" as such term is defined in the UCC, now or hereafter owned by such Person.

Investment Property: all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts.

License Agreements: collectively, (a) the License Agreement, dated April 19, 1995, by and among AmeriGas Propane, Inc., AmeriGas Partners, L.P. and AmeriGas Propane, L.P. relating to the FAST and Stars I and II proprietary software systems, (b) the Trademark License Agreement, dated April 19, 1995, by and among Petrolane Incorporated, AmeriGas Propane, Inc., AmeriGas Partners, L.P. and AmeriGas Propane, L.P., (c) the Trademark License Agreement, dated April 19, 1995, by and among UGI Corporation, AmeriGas, Inc., AmeriGas Propane, Inc., AmeriGas Partners, L.P. and AmeriGas Propane, L.P. and (d) the Trademark License Agreement, dated April 19, 1995, by and among AmeriGas Propane, Inc., AmeriGas Partners, L.P. and AmeriGas Propane, L.P.



**Marks:** of any Person, (a) any trademarks and service marks now held or hereafter acquired by such Person which are registered in the United States Patent and Trademark office or with any state, governmental or public body or authority, or any subdivision thereof, as well as any unregistered marks used by such Person in the United States including logos and/or designs in connection with which any of these registered or unregistered marks are used and (b) all Mark licenses.

**Patents:** of any Person, any United States patent to which such Person now or hereafter has title, as well as any application for a United States patent now or hereafter made by such Person.

**Person:** a corporation, a firm, a joint venture, an association, a partnership, an organization, a business, a trust or other entity or enterprise, a limited liability company, an individual, a government or political subdivision thereof or a governmental authority, department or instrumentality.

**Pledged Property:** all Pledged Shares and all other pledged shares of Capital Stock or promissory notes, all other securities, all assignments of any amounts due or to become due, all other instruments from time to time delivered by Debtor to Secured Party for the purpose of pledge under the General Security Agreement and all Proceeds of any of the foregoing.

**Pledged Shares:** all shares of capital Stock of any Person which are delivered by Debtor to Secured Party as Pledged Property under the General Security Agreement.

**Proceeds:** as defined in the UCC or under other relevant law, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Secured Party or Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

**Receivables:** of a Person, any "account" as such term is defined in the UCC, now or hereafter owned by such Person and all of such Person's rights to payment for goods sold or leased or services performed by such Person, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by such Person to secure the foregoing, (b) all of such Person's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other



registration officers, (g) all credit information, reports and memoranda relating thereto, and (h) all other writings related in any way to the foregoing.

Securities: any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by their terms are divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the UCC.

Securities Account: an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

Securities Entitlements: the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

Securities Intermediary: (a) a clearing corporation or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

UCC: the Uniform Commercial Code as it may from time to time be in effect in the State of New York.



**Part B**

All of Debtor's interest in fee estates in real estate and all of Debtor's leasehold estates in real estate (collectively, the "***Land***") and in the buildings and improvements now or hereafter erected on the Land as more particularly described on Exhibit A attached hereto (collectively, the "***Improvements***") and all personal property, including, without limitation, that portion of the personal property that constitutes fixtures, attachments, appliances, equipment, machinery and other tangible personal property now or hereafter attached to or which is a part of the Improvements or now or at any time hereafter located on the Land and/or the Improvements and included in the Collateral (hereinafter collectively referred to as the "***Equipment***"; the Land, the Improvements and the Equipment, together with the following properties, estates, rights, titles, interests and appurtenant rights and easements, are herein referred to collectively as the "***Mortgaged Property***");

TOGETHER with all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating to or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both at law and in equity of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

TOGETHER with all right, title and interest of Debtor in, to and under leasehold estates, and in any lease or other agreements relating to the use and occupancy of the Land and/or the Improvements or any portion thereof, including without limitation, all modifications, extensions and renewals of each such leasehold estate and to all rights to renew or extend the term of such leasehold estate and all credits, deposits, options, privileges and rights of Debtor, as lessee thereunder, and any modifications, extensions and renewals thereof,

TOGETHER with all leases, subleases and other agreements (other than the ground leases) affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into (the "***Leases***") and all income, rents, issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses, if any) from the Land and the Improvements (the "***Rents***") and all Proceeds from the sale or other disposition of the Leases and the right, as permitted by the loan documents, to receive and apply the Rents to the payment of obligations;

TOGETHER with all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Land and the Improvements, whether from the exercise of the right of eminent domain (including any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Land and/or the Improvements;



TOGETHER with all Proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right, as permitted by the loan documents, to receive and apply the Proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property:

TOGETHER with the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party and the Secured Creditors (as defined in the Intercreditor and Agency Agreement dated as of April 19, 1995 among AmeriGas Propane, Inc., Petrolane Incorporated, Debtor and its subsidiaries, Secured Party (as successor in interest to Bank of America, N.A. (formerly Bank of America National Trust and Savings Association)), as Agent, Mellon Bank, N.A., as Cash Collateral Sub-Agent, certain Noteholders, and Secured Party, as amended, supplemented or otherwise modified from time to time) in the Mortgaged Property, as permitted by the loan documents;

TOGETHER with all accounts, escrows, Documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC in each case to the extent included in the Collateral, and all Contract Rights, franchises, books, records, plans, specifications, permits, licenses, approvals, actions, refunds of real estate taxes and assessments and causes of action which now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon and, in each case, as are included in the Collateral; and


TOGETHER with all Proceeds, product, offspring, rents and profits from any of the foregoing, including, without limitation, those from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Capitalized terms not otherwise defined in this Schedule II to Financing Statement shall have the meanings set forth in Schedule I to Financing Statement.



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

EXHIBIT A

  
20050411000168190 9/9 \$42.00  
Shelby Cnty Judge of Probate, AL  
04/11/2005 04:04:30PM FILED/CERT

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.