

SPACE ABOVE THIS LINE FOR RECORDER'S USE
FOR LINCOLN COUNTY, NEVADA

Recording requested and this instrument prepared by, and when recorded, return to:

Baker & Botts, L.L.P.
3000 One Shell Plaza
910 Louisiana
Houston, Texas 77002-4995
Attention: Dahl Thompson

Tax bills for the real property described herein to be sent to:

Pounders & Associates, Inc.
6821 Baker Blvd., Suite A
Fort Worth, Texas 76118
Attention: Sandra Dickerson

THIS DEED dated as of this 19th day of April, 1995, by and between

PETROLANE INCORPORATED, a California corporation, having an office at

460 North Gulph Road
P.O. Box 965
Valley Forge, PA 19482

(the "Grantor"), to and in favor of

AMERIGAS PROPANE, L.P., a Delaware limited partnership, doing business in Nevada as AmeriGas Propane, Limited Partnership, having an office at

460 North Gulph Road
P.O. Box 965
Valley Forge, PA 19482

(the "Grantee").

NOTE TO RECORDER: This instrument should be indexed against the following names:

1. Petrolane Incorporated
2. Petrolane Gas Service Limited Partnership TA #

Assessor's Parcel # 2-103-09

RECORD AND RETURN TO:
TITLE ASSOCIATES INC.
430 PARK AVENUE
NEW YORK, NY 10022

ATTN: E. LONG
BOOK 113 PAGE 423

WITNESSETH:

WHEREAS, the Grantor transferred that certain plot, piece or parcel of land (together with the buildings and improvements thereon erected) described on Exhibit "A" hereto (the "Premises") to Petrolane Gas Service Limited Partnership, a Delaware limited partnership, by deed dated March 26, 1987, recorded on April 8, 1988 in the land records of Lincoln County, Nevada, in Book 79, Page 294;

WHEREAS, Petrolane Gas Service Limited Partnership was dissolved, and its property, assets and liabilities (including, without limitation, the Premises) vested in the Grantor pursuant to the Order Confirming Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, dated June 25, 1993, and entered by the U.S. Bankruptcy Court for the Southern District of New York in Case No. 93B 42642(FGC), styled *In re QFB Partners, Petrolane Gas Service Limited Partnership, et al., Debtors*;

NOW, THEREFORE, the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN AND CONVEY** unto Grantee, its successors and assigns the Premises (including the buildings and improvements thereon);

TOGETHER WITH all right, title and interest (if any) of Grantor in and to any streets and roads abutting the Premises to the center line thereof, as well as any gaps, strips or gores on, around or within the Premises;

TOGETHER WITH all right, title and interest (if any) of Grantor in and to any hereditaments and appurtenances, and all of the estate and rights of Grantor;

TO HAVE AND TO HOLD the Premises herein conveyed unto the Grantee, its successors and assigns forever;

UNDER AND SUBJECT TO all recorded and unrecorded liens, encumbrances, easements, agreements, defects, restrictions, reservations, adverse claims, conditions, covenants, and any matters of record, and to all laws, statutes, ordinances, rules or regulations promulgated by a governmental authority, orders of a governmental authority, judicial decisions, decisions of arbitrators or determinations of any governmental authority or court, in each case to the extent the same are valid, enforceable and affect the Premises, including, without limitation, all matters that a current survey or visual inspection of the Premises would reflect; and subject to ad valorem taxes for the year 1995 and subsequent years not yet due and payable.

THE GRANTOR IS CONVEYING THE PREMISES "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY (ALL OF WHICH THE GRANTOR HEREBY DISCLAIMS), AS TO

(i) TITLE, (ii) FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR DESIGN OR QUALITY OR (iii) ANY OTHER MATTER WHATSOEVER. ANY COVENANTS IMPLIED BY STATUTE OR LAW BY THE USE OF THE WORDS "GRANT," "CONVEY," OR "BARGAIN," OR ANY OF THEM OR BY ANY OTHER WORDS USED IN THIS DEED ARE HEREBY EXPRESSLY DISCLAIMED, WAIVED AND NEGATED, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

IN WITNESS WHEREOF, the Grantor, by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this conveyance as of the day and year first above written.

GRANTOR:

PETROLANE INCORPORATED, a
California corporation

By: Lee C. Jordan
Name: Lee C. Jordan
Title: Senior Vice President

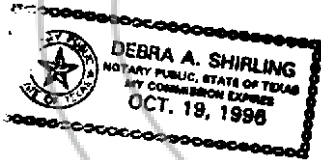
Attest: Robert H. Knauss
Name: Robert H. Knauss
Title: Secretary

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

This instrument was acknowledged before me on April 19, 1995 by Lee C. Jordan and Robert H. Knauss, Senior Vice President and Secretary, respectively, of Petrolane Incorporated, a California corporation.

Witness my hand and Notarial Seal this 19th day of April, 1995.

Debra A. Shirling
(signature)



Debra A. Shirling
(printed name) NOTARY PUBLIC

Resident of Harris County

My Commission Expires:

10-19-96

PETROLANE NEVADA
PROPERTY NO. P0408
LINCOLN COUNTY
JUNCTION AND HIGHWAY 319
PANACA, NV

EXHIBIT A

Rescription

NORTH HALF OF LOT NO. 2, BLOCK 30, CONTAINING 0.80 ACRES,
TOWN OF PANACA.

PETROLANE NEVADA
PROPERTY NO. P0409
LINCOLN COUNTY
635 RONNOW ROAD
PANACA, NV

EXHIBIT A

LOTS 30 & 31 IN SUN GOLD MINOR UNIT NO. 1, TOWN OF PANACA.

103473

Title Associates Inc.

May 16, 1995

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Yuriko Setzer

By Julie Baucher, Deputy