

BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT pursuant to the terms and conditions of that Asset Purchase Agreement dated July 17, 2014 (the "Agreement") by and between **Amerigas Partners, L.P.**, a Delaware limited partnership ("Seller"), and **Commercial Propane Service, LLC**, a Kentucky limited liability company ("Purchaser"), and for that good and valuable consideration which is more particularly described in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller has this day bargained and sold and does hereby sell, assign, convey, transfer, set over and deliver unto Purchaser, its successors and assigns, all right, title and interest of Seller in and to the following assets and properties (collectively the "Assets"):

(a) all machinery, equipment, tools, propane gas distribution and service pipelines and appurtenant facilities, tanks (both above ground and below ground), and other personal property and fixed assets owned or leased by Seller and used exclusively by Seller in connection with the System, all of which are more particularly described on Exhibit 1.1(b) attached to the Agreement;

(b) all of Seller's inventory of propane gas in the tanks (both above ground and below ground) and in the delivery and service pipelines for the System as of the Closing Date;

(c) all of Seller's right, title and interest in the commercial, industrial and residential contract and non-contract customer accounts, customer account contracts, and other rights to provide services to the customers of Seller on the System;

(d) all of Seller's permits, franchises, licenses and governmental approvals relating exclusively to the System, to the extent assignable by Seller;

(e) all operating data, books, files, documents and records of Seller relating exclusively to the ownership and operation of the System, including, without limitation, customer lists, financial and accounting records, and other similar documents and records; and

(f) all contracts, agreements and arrangements between Seller and any other party which are exclusively related to the ownership or operation of the System, all of which are more particularly described on Exhibit 1.1(g) attached to the Agreement (the "Contracts").

This Bill of Sale is made subject to each and every term and condition of the Agreement and Seller hereby reaffirms and reiterates as if fully set forth herein each and every covenant, representation and warranty made by Seller in the Agreement regarding

the Assets and their sale and transfer to Purchaser. Purchaser accepts the Assets from Seller and assumes and agrees to fully and faithfully perform any and all duties and obligations relating to the Assets following the effective date of this Bill of Sale, including all obligations under the Contracts from and after said effective date.

All capitalized terms used herein which are not defined herein will have the definitions set forth in the Agreement.

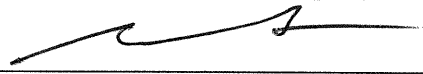
IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale and Assignment to be effective on and as of the 1st day of January, 2015.

Amerigas Partners, L.P., a Delaware limited partnership

BY:  _____

ITS: AREA Director

Commercial Propane Service, LLC, a Kentucky limited liability company

BY:  _____

ITS: President

CLOSING STATEMENT

SELLER: AMERIGAS PARTNERS, L.P., a Delaware Master Limited Partnership

PURCHASER: COMMERCIAL PROPANE SERVICE LLC., a Kentucky limited liability company

TRANSACTION: Sale of assets of Seller pursuant to a Purchase and Sale Agreement dated July 17, 2014

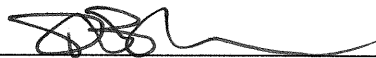
CLOSING: To be effective on January 1, 2015

CALCULATION OF TOTAL PURCHASES PRICE DUE TO SELLER (pursuant to Section 1.3 of the Purchase and Sale Agreement:

Asset Price	\$5,000.00
Gas Price	\$ <u>7151.22</u>
Total Purchase Price Due to Seller	\$ <u>12,151.22</u>

The undersigned have reviewed this Closing Statement and agree that the amounts set forth herein are accurate and in accordance with the Purchase and Sale Agreement between the parties.

AMERIGAS PARTNERS, L.P., a Delaware Master Limited Partnership

BY: 

ITS: AREA Director

COMMERCIAL PROPANE SERVICE LLC., a Kentucky limited liability company

BY: 

ITS: President

QUITCLAIM ASSIGNMENT OF EASEMENTS

THIS QUITCLAIM ASSIGNMENT OF EASEMENTS, made and entered into effective the 1st day of January, 2015, by and between **AMERIGAS PARTNERS, L.P.**, a Delaware master limited partnership, whose address is 460 North Gulph Road, King of Prussia, Pennsylvania 19406 ("Seller"), and **COMMERCIAL PROPANE SERVICE LLC**, a Kentucky limited liability company, whose address is 160 Sulphur Springs Road, Lebanon, Marion County, Kentucky 40033 ("Purchaser"). The in-care-of address to which the property tax bill for the current year may be sent is 160 Sulphur Springs Road, Lebanon, Marion County, Kentucky 40033.

W I T N E S S E T H:

THAT for good and valuable consideration, the receipt of which is hereby acknowledged by Seller, Seller has this day BARGAINED and SOLD and by these presents does hereby QUITCLAIM and ASSIGN unto Purchaser, its successors and assigns forever, all of the Seller's right, title and interest, if any, in and to all of the following described easements and rights of way located in Boyle County, Kentucky, and more fully described as follows, to-wit:

Being all of those easements and rights of way shown or identified on those plats of Old Bridge Subdivision in Boyle County, Kentucky and of record at Reference File Numbers 325B, 326A, 332B, 356B, 357A, 443B, 690B, 970B, 980B, 1323A, 1462A, 1462B, and 1508A in the Boyle County Court Clerk's office.

TO HAVE AND TO HOLD all of Seller's right, title and interest in and to the above described easements and rights of way, together with all appurtenances thereunto belonging, unto the Purchaser, its successors and assigns forever, but without warranty of title.

This conveyance is not subject to the assessment of transfer taxes pursuant to KRS 142.050, and no consideration certificate is required pursuant to KRS 382.135(2)(a).

IN WITNESS WHEREOF, the Seller and Purchaser have hereunto executed this deed as of the date and year first above written.

AMERIGAS PARTNERS, L.P.

By: 

Title: Area Director

COMMERCIAL PROPANE SERVICE, LLC

By: _____

Title: President

(STATE OF Kentucky)

(COUNTY OF Jefferson)

Subscribed, sworn to and acknowledged before me on this the 5th day of January, 2015, by _____, the Don Buckler of Amerigas Partners, L.P., a Delaware master limited partnership, for and on behalf of said master limited partnership.

My Commission Expires: June 18, 2015

No. _____

Janet M Joseph Portman
NOTARY PUBLIC, STATE AT LARGE

(STATE OF KENTUCKY)

(COUNTY OF Nelson)

Subscribed, sworn to and acknowledged before me on this the 2nd day of January, 2015, by Michael W Roberts, the presidents of Commercial Propane Service, LLC, a Kentucky limited liability company, for and on behalf of said limited liability company.

My Commission Expires: 11/09/18

No. 521470

Jamie G Richardson
NOTARY PUBLIC, STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

Stoll Keenon Ogden PLLC
300 West Vine Street, Suite 2100
Lexington, Kentucky 40507

By: _____
J. Mel Camenisch, Jr.



COMMONWEALTH OF KENTUCKY
ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

Division of Business Filings
Business Filings
PO Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Certificate of Withdrawal of Assumed Name CWA
(Domestic or Foreign Business Entity)

Pursuant to the provisions of KRS 365, the undersigned applicant applies to withdraw an assumed name and, for that purpose, submits the following statements:

- 1. The assumed name to be withdrawn is Bright's Propane Service, Inc.
(The name must be identical to the name on record with the Secretary of State.)
2. The assumed name has been discontinued by AmeriGas Propane, L.P.
(Must be the exact name of the entity or partners)
3. This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective date cannot be prior to the date the application is filed. The date and/or time is
(Delayed effective date and/or time)
4. The date the original certificate as filed: February 27, 2014

5. The "real name" is (you must check one):

- ___ a Domestic General Partnership
___ a Foreign General Partnership
___ a Domestic Limited Liability Partnership
[checked] a Foreign Limited Liability Partnership
___ a Domestic Limited Partnership
___ a Foreign Limited Partnership
___ a Domestic Business Trust
___ a Foreign Business Trust
___ a Domestic Corporation
___ a Foreign Corporation
___ a Domestic Limited Liability Company
___ a Foreign Limited Liability Company

6. The mailing address is:

460 N. Gulph Rd. King of Prussia Pennsylvania 19406
Street Address or Post Office Box Numbers City State Zip

I declare under penalty of perjury under the laws of Kentucky that the forgoing is true and correct.

Signature of Authorized Party: [Signature]
Printed Name: DONALD BUCKLEN
Title: Area Director
Date: 1/5/15



COMMONWEALTH OF KENTUCKY
ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

Division of Business Filings Business Filings PO Box 718 Frankfort, KY 40602 (502) 564-3490 www.sos.ky.gov	Certificate of Assumed Name (Domestic or Foreign Business Entity)	ASN
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Pursuant to the provisions of KRS 365, the undersigned applies to assume a name and, for that purpose, submits the following statement:

1. The assumed name is: Bright's Propane Service, Inc.
2. The name of the business entity (and in the case of general partnership, the partners) that is/are adopting the assumed name: Commercial Propane Service LLC

Name must be identical to the name on record with the Secretary of State.)

3. The "real name" is (you must check one):

- | | |
|--|--|
| <input type="checkbox"/> a Domestic General Partnership | <input type="checkbox"/> a Foreign General Partnership |
| <input type="checkbox"/> a Domestic Limited Liability Partnership | <input type="checkbox"/> a Foreign Limited Liability Partnership |
| <input type="checkbox"/> a Domestic Limited Partnership | <input type="checkbox"/> a Foreign Limited Partnership |
| <input type="checkbox"/> a Domestic Business Trust | <input type="checkbox"/> a Foreign Business Trust |
| <input type="checkbox"/> a Domestic Corporation | <input type="checkbox"/> a Foreign Corporation |
| <input checked="" type="checkbox"/> a Domestic Limited Liability Company | <input type="checkbox"/> a Foreign Limited Liability Company |

4. This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective cannot be prior to the date the application is filed. The date and/or time is _____

(Delayed effective date and/or time)

5. The business is organized and existing in the state or country of Kentucky

6. The mailing address is:

160 Sulphur Springs Road Lebanon Kentucky 40033

Street Address or Post Office Box Numbers City State Zip

I declare under penalty of perjury under the laws of Kentucky that the forgoing is true and correct.

	<u>Michael W. Roberts</u>	<u>President</u>	<u>1-5-2017</u>
<small>Authorized Party Signature</small>	<small>Printed Name</small>	<small>Title</small>	<small>Date</small>