

99927

State of Delaware

Vol. 1795 Page 12384
PAGE

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AMERIGAS PROPANE, INC.", A DELAWARE CORPORATION,
"AMERIGAS PROPANE-2, INC.", A PENNSYLVANIA CORPORATION,
"CAL GAS CORPORATION OF AMERICA", A NEVADA CORPORATION,
"NORCO TRANSPORTATION COMPANY", A CALIFORNIA CORPORATION,
"PROPANE TRANSPORT, INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "AMERIGAS PROPANE, L.P." UNDER THE NAME OF
"AMERIGAS PROPANE, L.P.", A LIMITED PARTNERSHIP ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE THE NINETEENTH DAY OF APRIL, A.D. 1995,
AT 12 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO
THE KENT COUNTY RECORDER OF DEEDS FOR RECORDING.

TA# SSN9500-254(A249)

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

J Dillon



Edward J. Freel, Secretary of State

2464678 8100M

950085253

AUTHENTICATION: 7477359

DATE: 04-19-95

CERTIFICATE OF MERGER

merging

AMERIGAS PROPANE, INC.
(a Delaware corporation)

and

AMERIGAS PROPANE-2, INC.
(a Pennsylvania corporation)

and

CAL GAS CORPORATION OF AMERICA
(a Nevada corporation)

and

NORCO TRANSPORTATION COMPANY
(a California corporation)

and

PROPANE TRANSPORT, INC.
(a California corporation)

with and into

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

CERTIFICATE OF MERGER

Pursuant to the provisions of section 263 of the Delaware General Corporation Law (the "DGCL") and section 17-211 of the Delaware Revised Uniform Limited Partnership Act ("DRULPA"), the undersigned limited partnership organized and existing under and by virtue of the DRULPA hereby executes this Certificate of Merger (this "Certificate") for the purpose of merging (the "Merger") AmeriGas Propane, Inc., a Delaware corporation ("AmeriGas Propane"), AmeriGas Propane-2, Inc., a Pennsylvania corporation ("AmeriGas Propane-2"), Cal Gas Corporation of America, a Nevada corporation ("Cal Gas"), NORCO Transportation Company, a California corporation ("NORCO"), and Propane Transport, Inc., a California corporation ("PTI"), with and into AmeriGas Propane, L.P., a Delaware limited partnership (the "Partnership").

1. The names, forms of and states of domicile of each of the constituent entities of the Merger are as follows:

| <u>Name</u> | <u>State of Incorporation or Organization</u> | <u>Form</u> |
|-----------------------------------|---|---------------------|
| AmeriGas Propane, Inc. | Delaware | Corporation |
| AmeriGas Propane-2, Inc. | Pennsylvania | Corporation |
| AmeriGas Propane, L.P. | Delaware | Limited Partnership |
| Cal Gas Corporation of America | Nevada | Corporation |
| NORCO Transportation Company | California | Corporation |
| Propane Transport, Inc. | California | Corporation |

2. A Merger and Contribution Agreement ("Agreement of Merger") by and among AmeriGas Propane, AmeriGas Propane-2, the Partnership, Cal Gas, NORCO, PTI, AmeriGas Partners, L.P., a Delaware limited partnership, and New AmeriGas Propane, Inc., a Pennsylvania corporation, has been approved, adopted, certified, executed and acknowledged by each of AmeriGas Propane, AmeriGas Propane-2, the Partnership, Cal Gas, NORCO, and PTI (collectively, the "Constituent Entities") in accordance with the requirements of section 263(c) of the DGCL, section 1924(a) of the Pennsylvania Business Corporation Law, section 17-211 of the DRULPA, section 78.462 of the Nevada General Corporation Law, and section 1113(b) of the California General Corporation Law, respectively.

3. The name of the surviving entity of the merger is AmeriGas Propane, L.P.

4. The executed Agreement of Merger is on file at the principal place of business of the Partnership, the surviving entity. The address of the principal place of business and the registered office in the Commonwealth of Pennsylvania of the Partnership is 460 North Gulph Road, Box 965, King of Prussia, Pennsylvania 19406. A copy of the Agreement of Merger will be furnished by the Partnership, on request and without cost, to any stockholder or partner, as the case may be, of any Constituent Entity.

5. The Merger shall become effective upon the filing of this Certificate with the Secretary of State of the State of Delaware in accordance with section 17-211(e) of the DRULPA.

IN WITNESS WHEREOF, New AmeriGas Propane, Inc., a Pennsylvania corporation and sole general partner of the Partnership, has caused this Certificate of Merger to be executed and attested this 11th day of April, 1995.

AMERIGAS PROPANE, L.P.

By: New AmeriGas Propane, Inc.,
as General Partner

By: David C. Rigger
Name: David C. Rigger
Title: [Vice] President

By: Robert H. Knauss
Name: Robert H. Knauss
Title: ~~[Assistant]~~ Secretary

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Title Associates Inc. the 12th day
of May A.D., 19 95 at 1:45 o'clock P. M., and duly recorded in Vol. M95,
of Partnership on Page 12384.

FEE \$20.00

Bernetha G. Letsch, County Clerk
By: Annette Mueller

NL

99928

05-12-95P02:24 RCVD

12388

NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to that certain trust deed made by DOUGLAS ACOL, an unmarried man, and BONITA A. ECKLUND, an unmarried woman, as tenants in common, as grantor, to TRANSAMERICA TITLE INSURANCE, as trustee, in favor of FREDERICK J. RUGGERI and AUDREE M. RUGGERI, aka ANDREE M. RUGGERI, H&W as beneficiary, dated October 22, 19 82, recorded December 7, 19 82, in the mortgage records of Klamath County, Oregon, in book/reel/volume No. M82 at page 17261, or as fee/file/instrument/microfilm/reception No. _____ (indicate which), covering the following described real property situated in the above-mentioned county and state, to-wit:

Lot 58, Block 28, Tract 1113, OREGON SHORES UNIT 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The undersigned hereby certifies that no assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor trustee have been made except as recorded in the mortgage records of the county or counties in which the above-described real property is situated, further, that no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

There is a default by the grantor or other person owing an obligation, the performance of which is secured by the trust deed, or by the successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision; the default for which foreclosure is made is grantor's failure to pay when due the following sums: Real property taxes paid by the beneficiary for tax years 1987 through 1991 in the total amount of \$1,234.25, together with costs incurred in redeeming county foreclosure proceedings in the amount of \$88.18 paid by the beneficiary; real property taxes, together with interest thereon, for the tax years 1992 through 1994.

By reason of the default, the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, those sums being the following, to-wit: \$1,234.25 and \$88.18.

— OVER —

NOTICE OF DEFAULT
AND ELECTION TO SELL

Re: Trust Deed from

Douglas Acol, an unmarried man, and
Bonita A. Ecklund, an Unmarried Woman

Grantor

TO

Frederick J. Ruggeri and
Audree M. Ruggeri, aka
Andree M. Ruggeri, Husband and Wife

Trustee

After recording return to (Name, Address, Zip):

Parks & Ratliff
228 N. 7th Street
Klamath Falls OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument was received for record on the _____ day of _____, 19_____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy

1504 legal



Notice hereby is given that the beneficiary and trustee, by reason of the default, have elected and do hereby elect to foreclose the trust deed by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash the interest in the described property which the grantor had, or had the power to convey, at the time of the execution by grantor of the trust deed, together with any interest the grantor or grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The sale will be held at the hour of 10:00 o'clock, A.M., in accord with the standard of time established by ORS 187.110 on September 21, 1995, at the following place: Front Steps of the United States Post Office, 317 South 6th Street in the City of Klamath Falls, County of Klamath, State of Oregon, which is the hour, date and place last set for the sale.

Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to the grantor or of any lessee or other person in possession of or occupying the property, except:

NAME AND LAST KNOWN ADDRESS

NATURE OF RIGHT, LIEN OR INTEREST

None

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by ORS 86.753.

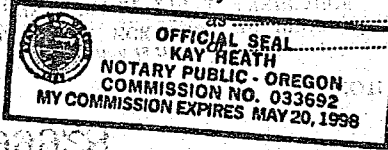
In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

DATED May 12, 1995, Michael Ratliff Successor Trustee Beneficiary (state which)

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on May 12, 1995, by Michael Ratliff.

This instrument was acknowledged before me on May 12, 1995, by Michael Ratliff.



Kay Heath Notary Public for Oregon
My commission expires 5-20-98

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Parks & Ratliff the 12th day of May, A.D., 1995 at 2:24 o'clock P.M., and duly recorded in Vol. M95 of Mortgages on Page 12388.

Bernetha G. Letsch, County Clerk
By Annette Mueller Deputy

FEE \$15.00
CC 1.50