

SPECIAL WARRANTY DEED

The Grantor, FERRELLGAS, INC., a Nebraska corporation, whose address is One Liberty Plaza, Liberty, Missouri 64068, conveys and warrants to FERRELLGAS, INC., a Delaware Corporation, whose address is One Liberty Plaza, Liberty, Missouri 64068, the following described premises situated in the County of Madison, State of Iowa:

See Exhibit A attached hereto and made a part hereof.

This Warranty Deed is being executed for the purpose of providing a recorded instrument to effect the transfer of the property described on Exhibit A which was conveyed, along with other real and personal property, pursuant to the Conveyance Agreement between FERRELLGAS, INC., a Nebraska corporation, and FERRELLGAS, INC., a Delaware corporation, dated July 25, 1988, attached hereto and made a part hereof as Exhibit B,

for the sum of TEN AND NO/100 DOLLARS, subject to easements and building and use restrictions of record and further subject to the warranty by Grantor of title to the property described on Exhibit A from the time Grantor acquired title but not prior thereto, and Grantor will defend the same against the lawful claims of all persons whomsoever, relating to its special, limited warranty.

Dated as of the 25th day of July, 1988

Witnesses:

Angela H. Roberts
Deanna A. Dwyer

Signed:

Bradley A. Cochennet
FERRELLGAS, INC., GRANTOR, a
Nebraska corporation.
By: Bradley A. Cochennet, its
Vice President.

STATE OF MISSOURI)

SS:

COUNTY OF CLAY)

Personally came before me, this 20th day of December, 1990, Bradley A. Cochennet to me personally known, who being by me duly sworn, did say that he is the Vice President of said Corporation, who executed the foregoing instrument, with authority to execute on behalf of the corporation.

By Decky L. Bryan
Title Adm. Assistant

Notary Public, Clay County, Missouri
My Commission Expires: Nov. 11, 1991

ENTERED FOR TAXATION

THIS 5th DAY OF Feb. 1991

AUDITORS FEE \$ 5.00

Joan Welch
AUDITOR

Decky L. Bryan
DEPUTY AUDITOR

Fee \$40.00
Transfer \$5.00

FILED NO. 1561
BOOK 56 PAGE 452
91 FEB -5 PM 3:00

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPARE

EXHIBIT "A"

Lot 7 of the original Southwest section of St. Charles,
Madison County, Iowa.

EXHIBIT B**CONVEYANCE AGREEMENT**

THIS CONVEYANCE AGREEMENT ("Agreement"), dated this 25th day of July, 1988, is made and entered into by and between Ferrellgas, Inc., a Nebraska corporation ("Ferrellgas") and Ferrellgas, Inc., a Delaware corporation ("Ferrellgas-Delaware").

ARTICLE I**Definitions**

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement:

1.1 "Assets" means all of Ferrellgas' retail propane operating assets, rights and business, whether tangible or intangible, whether real, personal or mixed, whether accrued or contingent, and wherever located.

1.2 "Liabilities" means, with respect to the Assets being transferred pursuant to this Agreement, all of Ferrellgas' liabilities, duties and obligations of every kind, character and description, whether known or unknown and whether accrued or contingent, other than the Excluded Liabilities.

1.3 "Excluded Liabilities" shall mean all obligations of Ferrellgas under the terms of the Credit Agreement dated as of December 11, 1986, as amended to the date hereof, the Securities Purchase Agreement dated as of December 11, 1986, the Indenture, dated as of December 1, 1986, with respect to 12 3/4% Senior Subordinated Notes due December 1, 1996, and any Notes issued pursuant thereto, the Indenture, dated as of December 1, 1986, with respect to 13 3/8% Subordinated Debentures due December 1, 1998, and any Debentures issued pursuant thereto, and all other documents, instruments and obligations executed, issued or given by Ferrellgas in connection with its acquisition of Buckeye Gas Products Company, L.P. and its corporate general partner, Buckeye Gas Products Management Company.

ARTICLE II**Conveyances**

Ferrellgas hereby grants, bargains, sells, conveys, assigns, transfers and delivers all of the Assets to Ferrellgas-Delaware, and Ferrellgas-Delaware hereby accepts

such Assets, at and as of the effective time hereinafter provided.

TO HAVE AND TO HOLD all and singular the said Assets hereby granted, bargained, sold, conveyed, assigned, transferred and delivered or intended so to be unto Ferrellgas-Delaware, its successors and assigns, to and for its and their own use forever, together with all and singular the properties, assets, members and appurtenances thereunder belonging or in anywise incident or appertaining thereto.

If the conveyance and assignment attempted to be made hereunder of any agreement, lease, permit, license, right, claim or other Asset would be ineffective as between Ferrellgas and Ferrellgas-Delaware without the consent of any third person, or would serve as a cause for terminating or invalidating any such agreement, lease, permit, license, right, claim or other Asset or would cause or serve as a cause for the loss of ownership thereof, then such Asset is temporarily excluded from the aforesaid conveyance and assignment. However, Ferrellgas shall, to the greatest extent permitted, hold such Asset for the exclusive use and benefit of Ferrellgas-Delaware until such consent has been obtained. Upon the obtaining of such consent no further conveyance or assignment shall be required, but full and complete title to such Asset shall automatically become vested in Ferrellgas-Delaware by virtue of this Conveyance Agreement.

ARTICLE III

Assumption of Liabilities

As consideration for the grant, bargain, sale, conveyance, assignment, transfer and delivery made under Article II and for any conveyances, assignments, transfers and deliveries to be made by Ferrellgas to Ferrellgas-Delaware pursuant to Article VI, Ferrellgas-Delaware hereby assumes and agrees to perform and fully discharge all of the Liabilities. Ferrellgas-Delaware does hereby agree to indemnify, defend and hold harmless Ferrellgas, its successors and assigns, of and from any and all costs, liabilities and expense, including court costs and attorneys fees, arising from or connected with the Liabilities hereby assumed.

ARTICLE IV

Warranties

ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS, RIGHTS AND BUSINESSES TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREUNDER WILL BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED "AS IS," AND FERRELLGAS EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Conveyance Agreement is made, however, with full rights of substitution and subrogation of Ferrellgas-Delaware in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the Assets.

ARTICLE V

Sales Taxes and Recording Fees

The parties agree that Ferrellgas-Delaware shall pay all sales, use and similar taxes arising out of the sales, conveyances, assignments, transfers and deliveries to be made hereunder, and shall pay all documentary, filing and recording fees required in connection therewith.

ARTICLE VI

Further Assurances

From time to time after the date hereof, and without any further consideration, Ferrellgas will execute and deliver such instruments of conveyance, assignment, transfer and delivery, and take such other action, as Ferrellgas-Delaware may reasonably request in order more effectively to vest in Ferrellgas-Delaware beneficial and record title to the Assets to be conveyed and assigned hereunder or intended so to be and to put Ferrellgas-Delaware in actual possession and operating control of such Assets. After the date hereof, Ferrellgas agrees to use its best efforts to obtain, without additional cost to Ferrellgas-Delaware, any and all consents and approvals that may be necessary to vest or confirm title to all the Assets in Ferrellgas-Delaware.

ARTICLE VII

Power of Attorney

Ferrellgas does hereby constitute and appoint Ferrellgas-Delaware, its successors and assigns, the true and lawful attorney of Ferrellgas with full power of substitution for it and in its name, place and stead or otherwise but on behalf of Ferrellgas, its successors and assigns and for the benefit of Ferrellgas-Delaware, its successors and assigns, to demand and receive from time to time any and all property and assets, real, personal, and mixed, tangible and intangible, hereby conveyed and assigned or intended so to be and to execute in the name of Ferrellgas, its successors and assigns, deeds, assignments and other instruments of further assurance and to give receipts and releases in respect of the same, and from time to time to institute and prosecute in the name of Ferrellgas-Delaware or Ferrellgas for the benefit of Ferrellgas-Delaware, as may be appropriate, any and all proceedings at law, in equity or otherwise which Ferrellgas-Delaware, its successors and assigns, may deem proper in order to collect, assert or enforce any claims, rights or title of any kind in and to the Assets hereby conveyed and assigned or intended so to be, and to defend and compromise any and all actions, suits or proceedings in respect of any of said Assets and to do any and all such acts and things in furtherance of this Conveyance Agreement as Ferrellgas-Delaware, its successors or assigns, shall deem advisable. Ferrellgas hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Ferrellgas or its successors or assigns or by operation of law.

ARTICLE VIII

General

8.1 Effective Time. Regardless of when executed, this Conveyance Agreement shall be effective for all purposes at 5:00 p.m., Central Standard Time, April 30, 1988.

8.2 Headings. All article or section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any of the provisions hereof.

8.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.4 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

8.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

8.6 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

(SEAL)

FERRELLGAS, INC.,
a Nebraska corporation

ATTEST:

By

Geoffrey H. Ramsden
Vice President

By

Kendrick T. Wallace
Assistant Secretary

STATE OF MISSOURI)

COUNTY OF Clay)

This instrument was acknowledged before me on July, 1988 by Geoffrey H. Ramsden, as Vice President of Ferrellgas, Inc., a Nebraska corporation.

Sue Lauhoff
Notary Public

Sue Lauhoff

My Commission Expires:

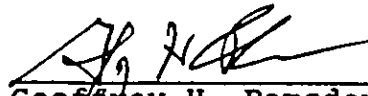
SUE LAHOFF
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY
BY COMMISSION EXP. SEPT. 9, 1990

(SEAL)


FERRELLGAS, INC.,
a Delaware corporation

ATTEST:

By


Geoffrey H. Ramsden
Vice President

By


Kendrick T. Wallace
Assistant Secretary

STATE OF MISSOURI)

COUNTY OF Clay)

This instrument was acknowledged before me on July, 27,
1988 by Geoffrey H. Ramsden, as Vice President of Ferrellgas,
Inc., a Delaware corporation.


Notary Public

My Commission Expires:

Sue Lauhoff

SUE LAUHOFF
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXP. SEPT. 9, 1990