

SECTION 9. In case at any time the Company shall own any Subsidiary Company in which it has less than a ninety-five per cent. (95%) interest, and the Company shall desire to make an arrangement with the minority interests in said Subsidiary Company, whereby the property of such Subsidiary Company is to be divided between the company and the holders of such minority interests on the basis of value as the interest of the company and such minority holders are represented by the proportion of stock owned by each respectively, then the Company may select an engineer or other expert who shall be satisfactory to the Trustee and who may not be an employee of the company, who shall make an examination of the properties of such Subsidiary Company and shall make a segregation of such properties in the proportion of the stock of such Subsidiary Company owned by the company and such minority interests, such segregation to be represented by an inventory filed by such engineer or other expert with the Trustee; and upon the filing of such inventory, the Company may thereupon cause such Subsidiary company to transfer, assign and convey to such minority interest holders, or their nominees, the part of the property of such Subsidiary company as shall appear in such inventory to be represented by such minority interest; or in the alternative, the Company may cause the part of such properties as shall appear in such inventory to be represented by the Company's interests in such Subsidiary Company to be transferred, assigned and conveyed to another Subsidiary Company, or to a new corporation to be formed for the purpose, which shall thereupon become a Subsidiary Company, in either of which the Company shall have at least a ninety-five per cent. (95%) interest, and to which shall be transferred all of the said properties as shall be represented by the Company's percentage of interest as appears in such inventory; and the Trustee shall do and perform any and all acts and things necessary to be done and performed in the premises including the release of the stock and/or other securities of such Subsidiary Company in case the part of the property of such Subsidiary Company has been transferred to another Subsidiary Company or a new company formed for the purpose.

SECTION 10. Simultaneously with the execution of this Indenture or as soon thereafter as conveniently may be, the Trustee shall, without reference to the preceding Sections of this Article, execute a release to Lone Star Gas Company, dated May 1, 1922, and similar in form to the indenture of release made as of June 25, 1920, by The Equitable Trust Company of New York, as Trustee under a certain Indenture of Mortgage dated June 16, 1919, to Lone Star Gas Company and covering the same property, except that such release shall be made by the Trustee hereunder and the recitals and statements in such release so to be executed shall be modified appropriately. The release so executed shall be delivered in escrow to a person or corporation selected by the Company and approved by the Trustee, to be released from such escrow only upon the receipt by or for the account of the Trustee hereunder of the sum of \$200,000 to be held by the Trustee under the provisions of Article X.

#### ARTICLE X.

##### APPLICATION OF MONEY RECEIVED BY THE TRUSTEE.

SECTION 1. So long as any Bonds of Series "A" are outstanding, all moneys received by the Trustee as principal of any pledged securities or as proceeds of released property or of property taken by the power of eminent domain or as insurance money, together with the sum of \$24,821.00 paid to the Trustee at the date of the execution hereof, shall be held by the Trustee and shall be paid over by the Trustee (unless some default described in clauses (a), (b) or (c) of Section 1 of Article XI hereof, or one of the Events of Default as defined in said Section 1 of Article XI