

"Cost to another corporation" of any property of such other corporation shall be determined in a manner similar to the determination of cost to the Company.

*Counsel:*

The term "*counsel*" shall mean counsel, who may be of counsel to the Company, acceptable to the Trustee. The acceptance by the Trustee of an Opinion of Counsel shall be sufficient evidence that such counsel is acceptable to the Trustee.

*Coupons:*

The term "*coupons*" shall mean the interest coupons appertaining to coupon Bonds.

*Default:*

The term "*default*" shall mean

- (1) any event of default; or
- (2) the occurrence and continuance of an event which, with the giving of notice or the passage of time, or both, would constitute an event of default.

The Company shall "*be in default*" if a default shall have occurred and be continuing.

*Engineer:*

The term "*engineer*" shall mean a person engaged in engineering work or business relating to the production or transmission of natural gas, whether or not employed by or in any way affiliated with the Company.

*Engineer's Certificate:*

The term "*Engineer's Certificate*" shall mean a certificate conforming to the requirements of §18.06 and signed by the President or a Vice President of the Company and by an engineer acceptable to the Trustee. The acceptance by the Trustee of a Certificate signed by an engineer shall be sufficient evidence that such engineer is acceptable to the Trustee.