

ARTICLE III.
MISCELLANEOUS.

SECTION 3.01. The provisions of this Third Supplemental Indenture shall become effective immediately upon the execution and delivery hereof. This Third Supplemental Indenture and all the terms and provisions herein contained shall form a part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Original Indenture. The Indenture as modified shall remain and continue in full force and effect in accordance with the terms and provisions thereof, as modified and supplemented hereby. All terms used in this Third Supplemental Indenture shall have the meanings specified in the Indenture unless the context otherwise specifies or requires.

SECTION 3.02. All the covenants, stipulations, promises and agreements by or on behalf of the Company contained in this Third Supplemental Indenture shall bind, benefit and inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 3.03. This Third Supplemental Indenture may be executed in any number of counterparts, each of which shall be, and shall be taken to be an original and all collectively but one instrument.

Although this Third Supplemental Indenture for convenience and for the purposes of reference is dated November 1, 1953, the actual date of dates of execution by the Company and by the Trustee are as indicated by their respective acknowledgments hereto annexed.

SECTION 3.04. The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representation as to the value of the mortgaged and pledged property or any part thereof, or as to the title of the Company thereto or as to the validity or sufficiency of the security afforded thereby and hereby, or as to the validity of this Third Supplemental Indenture.

SECTION 3.05. In case of one or more of the provisions contained in this Third Supplemental Indenture should be invalid, illegal or unenforceable in any respect the validity, legality or enforceability

of the remaining provisions contained herein shall not in any way be affected, impaired, prejudiced or disturbed thereby.

IN WITNESS WHEREOF, PIEDMONT NATURAL GAS COMPANY, INC., has caused this Third Supplemental Indenture to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries; and J. P. MORGAN & Co. INCORPORATED, in token of its acceptance of the trust hereby created, has caused this Third Supplemental Indenture to be signed in its corporate name and behalf by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries; all as of the day and year first above written.

PIEDMONT NATURAL GAS COMPANY, INC.

By  President

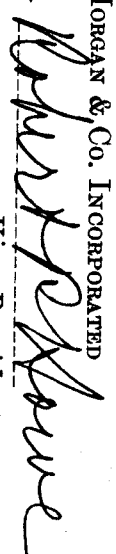
Attest:


Secretary

Signed, sealed, executed, acknowledged and delivered on behalf of PIEDMONT NATURAL GAS COMPANY, INC., in the presence of:



J. P. MORGAN & Co. INCORPORATED

By  Vice President

Attest:


Asst. Secretary

Signed, sealed, executed, acknowledged and delivered on behalf of J. P. MORGAN & Co. INCORPORATED, in the presence of:

