

PIEDMONT NATURAL GAS COMPANY, INC.

EIGHTH SUPPLEMENTAL INDENTURE (hereinafter called the "Supplemental Indenture") dated as of the 1st day of May, 1960, made and entered into by and between PIEDMONT NATURAL GAS COMPANY, INC., a corporation duly organized and existing under the laws of the State of New York (hereinafter sometimes called the "Company"), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York and having its principal place of business in the Borough of Manhattan, City and State of New York (hereinafter sometimes called the "Trustee"), as Trustee, party of the second part, successor by merger to J. P. Morgan & Co. Incorporated.

WHEREAS, in order to secure the First Mortgage Bonds of the Company (hereinafter called the "Bonds") to be issued from time to time in one or more series, the Company has heretofore made, executed and delivered to the aforesaid J. P. Morgan & Co. Incorporated, as Trustee, its certain Mortgage and Deed of Trust dated as of March 1, 1951 (hereinafter called the "Original Indenture"), a First Supplemental Indenture dated as of October 1, 1951 (hereinafter called the "First Supplemental Indenture"), a Second Supplemental Indenture dated as of July 1, 1952 (hereinafter called the "Second Supplemental Indenture"), a Third Supplemental Indenture dated as of November 1, 1953 (hereinafter called the "Third Supplemental Indenture"), a Fourth Supplemental Indenture dated as of October 15, 1955 (hereinafter called the "Fourth Supplemental Indenture"), a Fifth Supplemental Indenture dated as of May 1, 1956 (hereinafter called the "Fifth Supplemental Indenture"), a Sixth Supplemental Indenture dated as of July 1, 1957 (hereinafter called the "Sixth Supplemental Indenture") and a Seventh Supplemental Indenture dated as of February 1, 1958 (hereinafter called the "Seventh Supplemental Indenture"), and

WHEREAS, the Company did, in the Original Indenture, in said First Supplemental Indenture, in said Second Supplemental Indenture, in said Fifth Supplemental Indenture, in said Sixth Supplemental Indenture and in said Seventh Supplemental Indenture, grant and convey unto said Trustee certain of its properties, real, personal and