

by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and as provided in said Indenture.

This bond shall not become or be valid or obligatory for any purpose until the authentication certificate hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, PIEDMONT NATURAL GAS COMPANY, INC., has caused these presents to be executed in its name and behalf by its President or a Vice President and its corporate seal or a facsimile thereof, to be affixed hereto, and attested by its Secretary or an Assistant Secretary.

Dated as of

PIEDMONT NATURAL GAS COMPANY, INC.,

By Vice President.

Attest:

..... Secretary.

[FORM OF TRUSTEE'S CERTIFICATE]

This bond is one of the bonds, of the series designated therein, referred to in the within-mentioned Indenture.

J. P. MORGAN & Co. INCORPORATED, as Trustee,

By Authorized Officer.

; and

WHEREAS, all Bonds of other series which may be issued under this Indenture are to be in substantially the same form as the Bonds of the 1976 Series, subject to such variations, additions, omissions and substitutions as are provided for or permitted by the terms of this Indenture; and

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney, at said office of the Trustee, upon surrender of this bond for cancellation and upon payment, if the Company shall so require, of the charges provided for in said Indenture, and thereupon a new registered bond or bonds without coupons of the same series, of the same aggregate principal amount and in authorized denominations will be issued to the transferee in exchange hereof, or the registered owner of this bond at his option may surrender the same, with or without others of like form and series, for cancellation at said office and receive in exchange hereof the same aggregate principal amount of registered bonds of the same series but of other authorized denominations or coupon bonds of the same series of the denomination of One Thousand Dollars (\$1,000), upon payment, if the Company shall so require, of the charges provided for in said Indenture and subject to the terms and conditions therein set forth. In like manner, any such coupon bonds with all unmaturing coupons attached (so long as the same shall not have been called for redemption) may in turn be exchanged for a like aggregate principal amount of registered bonds.

The Company, the Trustee, any paying agent, and any registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon, and for all other purposes, and neither the Company, the Trustee nor any paying agent nor any registrar shall be affected by any notice or writing to the contrary.

In case a default as defined in said Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in said Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and as provided in said Indenture, waive past defaults thereunder and the consequences of such defaults.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of said Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, under any constitution or statute or rule of law, or

BOOK 498 PAGE 110