

## PIEDMONT NATURAL GAS COMPANY, INC.

FIFTH SUPPLEMENTAL INDENTURE (hereinafter called the "Supplemental Indenture") dated as of the 1st day of May, 1956, 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 J. P. MORGAN & Co. INCORPORATED, 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.

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"), and a Fourth Supplemental Indenture dated as of October 15, 1955 (hereinafter called the "Fourth Supplemental Indenture"); and

WHEREAS, the Company did, in the Original Indenture, in said First Supplemental Indenture and in said Second Supplemental Indenture, grant and convey unto said Trustee certain of its properties, real, personal and mixed, in order to secure the payment of the principal of and premium, if any, and interest on all Bonds at any time issued and outstanding under the Original Indenture and all indentures supplemental thereto (said Original Indenture and all indentures supplemental thereto, including this Supplemental Indenture, being hereinafter referred to collectively as the "Indenture"), all upon the terms and conditions and trusts specified in the Indenture; and