other than Bonds of the 1976 Series, of the 1977 Series, of the 1981 Series and of the 1983 Series (a) shall have a maturity (except serial maturities other than the last serial maturity) earlier than May 1, 1985 or (b) shall be issued if provision is made therein or in any supplemental indenture setting forth the terms thereof for the retirement of Bonds of such other series, either through serial maturities or the operation of any purchase, sinking or analogous fund and such provision for retirement, if complied with, would result in there having been retired, at the date of any retirement of Bonds pursuant to such provisions, a percentage of the total principal amount of Bonds of such other series initially issued larger than the percentage of the total principal amount of Bonds of the 1977 Series outstanding at the date of initial issue of Bonds of such other series required to be retired under the provisions of Section 4.01 of the Second Supplemental Indenture, as amended by the Third Supplemental Indenture, subsequent to said date and on and prior to the date of such retirement.

ARTICLE VII.
MISCELLANEOUS.

SECTION 7.01. The provisions of this Supplemental Indenture shall become effective immediately upon the execution and delivery hereof. This 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 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 Supplemental Indenture shall have the meanings specified in the Indenture unless the context otherwise specifies or requires.

SECTION 7.02. All the covenants, stipulations, promises and agreements by or on behalf of the Company contained in this Supplemental Indenture shall bind, benefit and inure to the benefit of its successors and assigns, whether so expressed or not.

SECTION 7.03. This 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 Supplemental Indenture for convenience and for the purposes of reference is dated as of May 1, 1960, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgments hereto annexed.

SECTION 7.04. The recitals contained herein and in the Bonds of the 1985 Series 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 adequacy of the security afforded thereby and hereby, or as to the validity of this Supplemental Indenture, or of the Bonds or coupons issued hereunder.

SECTION 7.05. In case one or more of the provisions contained in this Supplemental Indenture or in the Bonds of the 1985 Series issued hereunder or the coupons appurtenant thereto should be invalid, illegal or unenforceable in any respect the validity, legality or enforceability of the remaining provisions contained herein and therein shall not in any way be affected, impaired, prejudiced or disturbed thereby.

SECTION 7.06. The date of commencement of the first interest period for the Bonds of the 1985 Series is May 1, 1960.

IN WITNESS WHEREOF, PIEDMONT NATURAL GAS COMPANY, INC. has caused this 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 MORGAN GUARANTY TRUST COMPANY OF NEW YORK, in token of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be signed in its corporate name and behalf by one of its Trust Officers and its corporate seal to