

SHERWIN WILLIAMS CO
Form 4
October 19, 2015

FORM 4

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

OMB APPROVAL

OMB Number: 3235-0287
Expires: January 31, 2015
Estimated average burden hours per response... 0.5

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
HOPKINS THOMAS E

(Last) (First) (Middle)

101 W. PROSPECT AVENUE

(Street)

CLEVELAND, OH 44115

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol

SHERWIN WILLIAMS CO [SHW]

3. Date of Earliest Transaction (Month/Day/Year)

10/16/2015

4. If Amendment, Date Original Filed (Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

Director 10% Owner
 Officer (give title below) Other (specify below)

SVP-Human Resources

6. Individual or Joint/Group Filing (Check Applicable Line)

Form filed by One Reporting Person
 Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)		
				(A) or (D)	Code	V	Amount	(D)	Price

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 1474
(9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security	2. Conversion or Exercise	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any	4. Transaction Code	5. Number of Derivative Securities	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)
---------------------------------	---------------------------	--------------------------------------	-----------------------------------	---------------------	------------------------------------	--	---

Edgar Filing: SHERWIN WILLIAMS CO - Form 4

(Instr. 3)	Price of Derivative Security	(Month/Day/Year)	(Instr. 8)	Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares
Employee Stock Option (Right to Buy)	\$ 239.55	10/16/2015	A	6,500	(1)				10/15/2025		Common Stock	6,500

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
HOPKINS THOMAS E 101 W. PROSPECT AVENUE CLEVELAND, OH 44115			SVP-Human Resources	

Signatures

Catherine M. Kilbane,
Attorney-in-fact

10/19/2015

***Signature of Reporting Person* *Date*

Explanation of Responses:

- * If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).
- ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) The option vests in three annual installments of 2,167, 2,167 and 2,166 beginning on October 16, 2016.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.

Edgar Filing: SHERWIN WILLIAMS CO - Form 4

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. ottom:0px" ALIGN="center">21

Table of Contents

Fees

There are no maintenance fees with respect to your investment in the Notes, nor are there charges for your redemption checks (both initial and additional) or for effecting any Check Redemptions. You may, however, be charged a fee by your commercial bank or financial institution if you make an investment or receive a redemption amount by wire transfer. You may also incur a charge in obtaining any applicable signature guarantee.

Subject to revision at the discretion of the Duke Energy PremierNotes Committee, the following fee schedule applies:

Insufficient funds:	\$20
Stop payment requests:	\$15
Wire redemptions:	\$15
Redemptions for less than \$250:	\$10
Investment balance less than \$1,000:	\$10/month

As incurred, fees will be promptly debited directly from your investment balance as a partial redemption of your Notes.

Investor Statements

The agent bank will send a quarterly statement to you, showing a summary of all the transactions made in the Notes during the previous quarter, including the beginning investment balance, all investments and redemptions, all interest earned, as well as any relevant fees or charges. A monthly statement will be mailed to you for any month during which you make electronic investments or redemptions summarizing those electronic transactions. A copy of the Duke Energy PremierNotes redemption checks on which payment has been made will be included in the quarterly statements. This procedure is subject to change at the direction of the Duke Energy PremierNotes Committee in its discretion. You can obtain current information about the Notes by calling us toll-free at 800-659-DUKE (3853) from 8:30 a.m. to 5:00 p.m. Eastern time Monday through Friday, or by visiting our website at www.duke-energy.com/premiernotes.

You may also enroll to view your investment activity and other correspondence through the online investment management system. Many of the service options described in this prospectus are also available via this online tool. For additional information and to enroll for these online options, visit our website at www.duke-energy.com/premiernotes or call us at 800-659-DUKE (3853).

We will only furnish information to you by telephone if you have specified the name, address, Notes investment number, and additional investment information of the registered owner of the Notes.

Taxes

The following is a summary of the U.S. Federal income tax consequences to you if you invest in the Notes. The discussion addresses only the income tax consequences to you if you are an individual and are a

Table of Contents

citizen of the United States for Federal income tax purposes. You should consult your own tax adviser concerning the application of United States Federal income tax laws, as well as the laws of any state, local or foreign taxing jurisdictions, to your situation.

The Notes are not qualified under Section 401(a) of the Internal Revenue Code, as amended. All interest credited to your Notes in any taxable year is reportable by you as taxable income for Federal income tax purposes. Early in each year the agent bank will provide to you the full amount reportable as taxable income for the previous year. The agent bank also will file tax information returns as required by law. Backup withholding may apply to you if you fail to comply with applicable tax identification requirements. Interest credited to the Notes also may be subject to state and local income taxes.

Duke Energy PremierNotes Committee

The Duke Energy PremierNotes Committee has the full power and authority to, among other things:

amend the Duke Energy PremierNotes Plan and the Notes offering to the extent described below under Termination, Suspension or Modification;

interpret the provisions of the Plan;

adopt rules and regulations in connection with administration of the Plan;

redeem the Notes in whole or in part at any time;

redeem any investments in the Notes of an investor who has abused or misused the investment or redemption provisions applicable to the Notes, whose investments are otherwise inconsistent with the objectives of the Duke Energy PremierNotes Plan or who is not eligible to invest in the Notes, in each case as determined by the Duke Energy PremierNotes Committee in its sole judgment and discretion; and

make certain determinations in accordance with the Duke Energy PremierNotes Plan, including setting the rates of interest to be paid on the Notes.

The Duke Energy PremierNotes Committee (or, the Committee) shall consist of at least three persons designated from time to time by Duke Energy. Duke Energy has initially designated the Committee to consist of the Chief Financial Officer, the Treasurer, two Assistant Treasurers and an additional member of the Finance Group of Duke Energy. Our Chief Financial Officer may from time to time designate an alternate for each member, who shall have full power to act in the absence or inability to act of such member. As provided in the Duke Energy PremierNotes Plan, the Committee has delegated its authority to determine the interest rate on the Notes to the Treasurer of Duke Energy. The address of each member of the Duke Energy PremierNotes Committee is 550 South Tryon Street, Charlotte, North Carolina 28202. The members of the Duke Energy PremierNotes Committee receive no additional compensation for their Committee services.

Table of Contents

The members of the Committee may from time to time have potential conflicts of interest from the point of view of investors in the Notes. All members of the Committee to date have been, and are expected in the future to be, employees of Duke Energy or one of its subsidiaries. All of the money you invest will be invested in the Notes, which are securities of Duke Energy. The members of the Committee have a duty to act in Duke Energy's best interest, and consequently may make decisions that investors in the Notes do not believe to be in their best interest. In addition, employees of Duke Energy and its subsidiaries, including members of the Committee, may from time to time invest in or redeem the Notes.

Under the Plan, no member of the Committee or a director, officer or employee of Duke Energy or any of its subsidiaries will be liable for any action or failure to act under or in connection with the Plan, except for his or her own bad faith. Duke Energy will indemnify and hold any such person harmless from all loss or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, or proceeding, except a judgment in favor of Duke Energy based upon a finding of his or her bad faith.

AGENT BANK

The Northern Trust Company is the agent bank for the Notes. Northern Trust's services include:

maintenance of records of investments in, and redemptions of, the Notes by investors;

receipt of investment and redemption requests;

receipt of funds being invested in Notes and disbursement of funds upon redemption of Notes;

sending notices of redemption upon a redemption at the option of Duke Energy;

transaction processing and accounting;

preparation of investment statements and other correspondence to investors;

investor servicing;

maintenance of records of the investment balance in the Notes, accrual of interest, and payment and reinvestment of interest; and

tax reporting and filing with the proper authorities.

We pay the agent bank an administrative fee for these services.

DESCRIPTION OF THE NOTES

The Notes are governed by an indenture, dated as of April 4, 2011, between us and The Bank of New York Mellon Trust Company, N.A., which acts as trustee. The trustee has two main roles. First, the trustee can enforce your rights against us if we default. There are some limitations on the extent to which the trustee acts on

Table of Contents

your behalf, described below under [Events of Default and Notices](#). Second, the trustee may perform certain administrative duties for us.

The indenture and its associated documents contain the full legal text of the matters described in this section. The indenture is an exhibit to our registration statement of which this prospectus is a part. See [Where You Can Find More Information](#) for information on how to obtain a copy of the indenture.

This section summarizes the material terms of the Notes. Because this section is a summary, it does not describe every aspect of the Notes and is subject to and qualified in its entirety by reference to all provisions of the indenture, including definitions of certain terms used in the indenture. We describe the meaning for only the more important of those terms. Whenever we refer to defined terms of the indenture in this prospectus, such defined terms are incorporated by reference here.

General

The Notes will be issuable in any amount and will mature upon your demand. The Notes will be identical except for their issue date and principal amount. We may reject any offer to purchase Notes in whole or in part. All investments in the Notes are investments in our unsecured debt obligations and are not obligations of or guaranteed by our subsidiaries, the agent bank, the trustee or any other company. Duke Energy does not maintain reserves for its obligations under the Notes and the Notes are not subject to any sinking fund. The Notes are redeemable at your option in the manner described in this prospectus.

Following an initial investment, investors may make additional investments and redemptions from time to time as described in this prospectus. As a result, the outstanding principal amount of the Notes will increase and decrease from time to time. For purposes of determining the aggregate amount of registered but unissued notes under the registration statement relating to the Notes, each investment is an issuance of Notes, reducing the capacity of registered but unissued Notes by a corresponding amount. The daily amount and rate of redemptions are affected by many factors, including but not limited to the rates we offer on the Notes from time to time, the wide variety of alternative investment options in the market that are available to our investors and seasonal increases in redemptions and investments.

Although investors could seek to redeem a large dollar amount of Notes over a short period of time, we believe that we have sufficient capital resources available to timely fund redemptions of the Notes. Liquidity management is both a daily and long-term component of our treasury management strategy. In the event that we require funds beyond our ability to generate them internally, additional sources of funds are available to us. For more information, see the discussion of our capital resources and liquidity in our Form 10-K and 10-Q reports filed with the SEC that are incorporated by reference into this prospectus.

Duke Energy Corporation is a holding company, and we operate our businesses through our subsidiaries. The Notes are structurally subordinated to the indebtedness and other liabilities of our subsidiaries. This means that in liquidation the assets of our subsidiaries would be applied first to the repayment of indebtedness and other liabilities of our subsidiaries before they would be available to pay the indebtedness and liabilities of Duke Energy Corporation, including the Notes. As of December 31, 2010, there was \$15.1 billion of indebtedness and other liabilities of our subsidiaries and \$3.3 billion of additional indebtedness and other

Table of Contents

liabilities of Duke Energy Corporation. The indenture does not limit our ability to incur additional debt, including debt incurred by our subsidiaries. The indenture also does not restrict us from acquiring or combining with entities that have outstanding indebtedness, which entities may become subsidiaries of Duke Energy Corporation, such as the announced merger with Progress Energy, Inc.

The indenture does not limit the principal amount of the Notes or any of our other debt that may be issued.

The Notes will be issued in uncertificated form and you will not receive any certificate or other instrument evidencing our indebtedness. All funds you invest in the Notes, together with interest accrued thereon, and redemptions, if any, will be recorded on a register maintained by the agent bank.

The indenture provides that we, the trustee and the investors waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the indenture or the Notes.

Minimum Investment

Because of the relatively high cost of maintaining small investments, we reserve the right to redeem your investment if the investment balance is less than the minimum required investment balance of \$1,000 for three consecutive months. If you are an employee or retiree, the minimum required initial investment is only \$100 each month until the minimum required investment balance of \$1,000 is attained. Thereafter, the \$1,000 minimum investment balance must be maintained. If the minimum investment balance is not attained or maintained, we may redeem the principal amount of your Notes, together with accrued and unpaid interest, and mail the proceeds to your registered address. You will be notified if your Notes will be redeemed and you will be permitted 30 days within which to make additional investments to increase your investment balance to the applicable minimum required investment before your investment is redeemed. The minimum required investment balance is subject to change at the discretion of the Duke Energy PremierNotes Committee without prior notice to investors.

Maximum Outstanding Investment

The Duke Energy PremierNotes Committee has established a maximum outstanding investment for any one investor of \$250,000. If the amount of your outstanding investment exceeds the maximum for three consecutive months, we may notify you in writing that we intend to redeem the amount of your investment in excess of \$250,000. You will then have 30 days to redeem the excess portion of your investment. If you do not do so within a 30-day period, we may redeem the amount we have specified and mail a check for the proceeds to the registered holder of the Notes, less any tax withholding, if applicable, and any other fees discussed in this prospectus. Interest on the redeemed amount shall cease to accrue on and after the effective date of the redemption. The maximum outstanding investment in the Notes for any one investor is subject to change at the discretion of the Duke Energy PremierNotes Committee without prior notice to investors.

Table of Contents

We May Redeem the Notes at Our Option

We may also elect to redeem the entire amount of, or any portion of, the outstanding Notes. Any such partial redemption of outstanding Notes will be effected by lot or pro rata or by any other method that is deemed fair and appropriate by the agent bank. We generally will give you 30-days prior written notice if the Notes are to be redeemed in whole or in part. As discussed above, we may also redeem your Notes if your investment balance is below the minimum amount or exceeds the maximum amount as determined by the Duke Energy PremierNotes Committee.

In addition, as provided in the Duke Energy PremierNotes Plan, we may also redeem, at any time at our option, the Notes of any investor who is not or is no longer eligible to invest in the Notes, who has abused or misused the investment or redemption provisions applicable to the Notes or whose investments are otherwise inconsistent with the objectives of the Duke Energy PremierNotes Plan, in each case as we determine in our sole judgment and discretion. In the event that we determine to redeem a particular investor's Notes for any of these reasons, we will notify the investor of our intention to redeem in full the Notes on the third business day following the date of our notice.

In each of the redemption transactions initiated by us, as described above, a redemption check will be sent to the investor in an amount equal to the principal amount of the redeemed Notes, including accrued and unpaid interest and less any applicable fees. Interest on the redeemed amount shall cease to accrue on and after the effective date of redemption.

The Trustee

The indenture contains certain limitations on the right of the trustee, as a creditor of ours, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. In addition, the trustee may be deemed to have a conflicting interest and may be required to resign as trustee if at the time of a default under the indenture it is a creditor of ours.

The Bank of New York Mellon Trust Company, N.A. is the trustee under the indenture. Duke Energy and certain of its affiliates maintain deposit accounts and banking relationships with The Bank of New York Mellon Trust Company, N.A. or its affiliates. The Bank of New York Mellon Trust Company, N.A. or its affiliates also serve as trustee or agent under other indentures and agreements pursuant to which securities of Duke Energy and of certain of its affiliates are outstanding.

Events of Default and Notices

The following events are defined in the indenture as events of default with respect to the Notes:

failure to pay any or all the principal of or interest on any Note when due, provided that the failure to pay shall not be deemed to be an event of default under various circumstances, such as when the person demanding payment is not legally entitled to it or upon the occurrence of certain administrative errors; and

Table of Contents

failure to perform any of our covenants in the indenture, which continues for 60 days after we are given written notice by either the trustee or at least a majority of the holders in principal amount of the Notes outstanding and affected thereby.

If an event of default with respect to the outstanding Notes occurs and is continuing, either the trustee or the holders of at least a majority in principal amount of the outstanding Notes may declare the principal amount of all Notes to be due and payable immediately; provided, however, that under certain circumstances the holders of a majority in aggregate principal amount of outstanding Notes may rescind and annul such declaration and its consequences.

The indenture provides that the trustee, within 90 days after the occurrence of a default with respect to the Notes, shall give to the holders of the Notes notice of all uncured defaults known to it (the term "default" means the events specified above without grace periods), provided that, except in the case of default in the payment of principal of or interest, if any, on any Notes, the trustee shall be protected in withholding the notice if it in good faith determines that the withholding of the notice is in the interest of the holders of Notes.

We will be required to furnish annually to the trustee a statement by certain of our officers to the effect that to their knowledge we are not in default in the fulfillment of any of our obligations under the indenture or, if there has been a default in the fulfillment of any of our obligations, specifying each such default.

The holders of a majority in principal amount of the outstanding Notes will have the right, subject to certain limitations, to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred on the trustee with respect to the Notes, and to waive certain defaults.

The indenture provides that in case an event of default occurs and is continuing, the trustee shall exercise such of its rights and powers under the indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request or direction of any of the holders of Notes unless they shall have offered to the trustee reasonable security or indemnity against the costs, expenses and liabilities which the trustee might incur in complying with the request or direction.

Modification of the Indenture

We and the trustee may modify or amend the indenture, with the consent of the holders of not less than a majority in aggregate principal amount of the outstanding Notes issued under the indenture, provided that no such modification or amendment may, without the consent of each holder of the Notes that are affected:

change the character of the Notes from being payable on demand or reduce the principal amount of any Note;

impair the right to institute a suit for the enforcement of any payment on or with respect to any Note;

Table of Contents

reduce the above-stated percentage of holders of Notes necessary to modify or amend the indenture; or

modify the foregoing requirements or reduce the percentage of outstanding Notes necessary to waive compliance with certain provisions of the indenture or for waiver of certain defaults.

We may also amend the indenture, without the consent of any holders of the Notes, to add covenants or restrictions for your benefit or to make other changes that do not adversely affect the rights of any holder in any material respect.

TERMINATION, SUSPENSION OR MODIFICATION

We expect that you will be able to invest in the Notes for the foreseeable future, but we reserve the right at any time to terminate, to suspend or from time to time to modify the Plan and the Notes offering in part, in its entirety or in respect of investors located in one or more states or other jurisdictions or to suspend new investments in the Notes. We reserve the right to modify, suspend or terminate any of the investment options and redemption options described under Duke Energy Premier Notes How to Make an Investment, Primary Investment Options, Other Investment Options and How to Redeem. No termination, modification or suspension shall affect your rights unless the proposed action shall have been communicated to you in sufficient time prior to its effective date to allow you to redeem Notes together with accrued and unpaid interest in accordance with the terms in effect prior to the effective date of such termination, modification or suspension. No such termination or modification of the Plan or suspension or any provision in the Plan may diminish the principal of any Note or unpaid interest on any Note. Any modification that affects the rights or duties of the trustee may be made only with the consent of the trustee.

The indenture shall cease to be of further effect, and the trustee, on our demand and at our cost and expense, shall execute proper instruments acknowledging satisfaction of and discharging the indenture if at any time we shall have terminated the Plan pursuant to its provisions, all of the Notes shall have become due and payable, we shall have deposited or caused to be deposited with the trustee as trust funds the entire amount sufficient to pay all the outstanding Notes, including principal and interest due or to become due to such date of maturity or, if we shall have given notice for the full redemption of all outstanding Notes, the date of redemption, and we shall have paid or caused to be paid all other sums payable by us under the indenture.

RIGHTS MAY NOT BE ASSIGNED, TRANSFERRED OR PLEDGED

Except for redemptions, and except for the right to debit amounts credited in error to investment balances, there is no provision in the Plan, in the indenture or in our arrangements with the agent bank under which any person has or may create any lien on amounts credited to your investment balance in the Notes. You may not assign, transfer or pledge rights under the Notes, except upon redemption.

Table of Contents

PLAN OF DISTRIBUTION

We have engaged Georgeson Securities Corporation (GSC) to assist us with the offering of the Notes as an accommodating broker in states where applicable securities laws require such offerings to be made by a registered broker-dealer. GSC is a registered broker-dealer in all fifty U.S. states. GSC is not underwriting the Notes, has no obligation to purchase any Notes and is not obligated to find or qualify purchasers of the Notes. GSC has not prepared a report or opinion constituting recommendations or advice to us in connection with the Notes. In addition, GSC does not make any recommendations as to whether any investor should purchase the Notes. No commissions will be paid to GSC. We will pay GSC an annual administrative fee of \$25,000 for its services with respect to the Notes. In certain jurisdictions, we are offering the Notes on a continuing basis directly on our behalf. We may also from time to time designate other agents through whom Notes may be offered. We reserve the right to withdraw, cancel or modify the offer to purchase Notes at any time. We have the sole right to accept offers to purchase Notes and may reject any proposed purchase of Notes in whole or in part.

VALIDITY OF NOTES

The validity of the Notes will be passed upon for Duke Energy Corporation by Robert T. Lucas III, Esq., who is Duke Energy Corporation's Deputy General Counsel and Assistant Secretary.

EXPERTS

The consolidated financial statements, and the related financial statement schedules, incorporated in this prospectus by reference from Duke Energy Corporation's Annual Report on Form 10-K for the year ended December 31, 2010, and the effectiveness of the Company's internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference. Such financial statements and financial statement schedules have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements, and the related consolidated financial statement schedule, of Progress Energy, Inc. and its subsidiaries (Progress Energy) included in our Current Report on Form 8-K dated April 1, 2011 and the effectiveness of Progress Energy's internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports therein, which are incorporated herein by reference. Such financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We are subject to the informational requirements of the Securities Exchange Act of 1934 and, in accordance therewith, file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission, or the SEC. Such reports and other information can be inspected and copied at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may also obtain copies of these documents at prescribed rates from the Public Reference Section of the SEC at its Washington, D.C. address. Please call the SEC at 800-SEC-0330 for further information. Our filings with the

Table of Contents

SEC, as well as additional information about us, are available to the public through Duke Energy's web site at <http://www.duke-energy.com> and are made available as soon as reasonably practicable after such material is filed with or furnished to the SEC. The information on our website is not a part of this prospectus. Our filings are also available to the public through the SEC web site at <http://www.sec.gov>.

The SEC allows us to incorporate by reference into this prospectus the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. This prospectus incorporates by reference the documents incorporated in the prospectus at the time the registration statement became effective and all later documents filed with the SEC, in all cases as updated and superseded by later filings with the SEC. Duke Energy incorporates by reference the documents listed below and any future filings made by Duke Energy with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until the offering is completed.

Annual Report on Form 10-K for the year ended December 31, 2010; and

Current reports on Form 8-K filed on January 10, 2011, January 11, 2011, January 13, 2011, January 26, 2011, February 22, 2011, March 11, 2011 and April 1, 2011.

We will provide without charge a copy of these filings, other than any exhibits unless the exhibits are specifically incorporated by reference into this prospectus. You may request a copy by writing us at the following address or telephoning one of the following numbers:

Investor Relations Department

Duke Energy Corporation

P.O. Box 1005

Charlotte, North Carolina 28201-1005

(704) 382-3853 or (800) 488-3853 (toll-free)

You should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell the securities described in this prospectus in any state where the offer or sale is not permitted. You should assume that the information contained in the prospectus is accurate only as of its date. Our business, financial condition, results of operations and prospects may have changed since that date.

Table of Contents

*For information regarding:
Rates and Other Information*

800-659-DUKE (3853)

An additional Prospectus

800-659-DUKE (3853)

or download from:

www.duke-energy.com/premiernotes
Duke Energy

See our website at

www.duke-energy.com/premiernotes or

see *Where You Can Find More*

Information on page 30 hereof.

Duke Energy Corporation

Variable Denomination Floating Rate

Demand Notes

Prospectus

April 4, 2011

Distributed by Georgeson Securities Corporation,
a registered broker-dealer.

Table of Contents**Part II****INFORMATION NOT REQUIRED IN PROSPECTUS****Item 14.** *Other Expenses of Issuance and Distribution.*

The following is an itemized statement of estimated expenses of Duke Energy in connection with the issue of the Notes:

SEC filing fee	\$ 58,050
Fees and expenses of agent bank	\$ 825,000
Fees and expenses of broker-dealer	\$ 25,000
Fees and expenses of trustee	\$ 6,000
Printing and marketing expenses	\$ 175,000
Accountants' fees and expenses	\$ 20,000
Counsel fees and expenses	\$ 40,000
Miscellaneous	\$ 10,000
Total	\$ 1,159,050

Item 15. *Indemnification of Directors and Officers.*

Delaware law permits a corporation to adopt a provision in its certificate of incorporation eliminating or limiting the personal liability of a director, but not an officer in his or her capacity as such, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except that such provision shall not limit the liability of a director for (i) any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) liability under section 174 of the Delaware General Corporation Law (the "DGCL") for unlawful payment of dividends or stock purchases or redemptions, or (iv) any transaction from which the director derived an improper personal benefit. Our certificate of incorporation provides that no director of ours shall be personally liable to us or our shareholders for monetary damages for breach of fiduciary duty as a director, except to the extent such an exemption from liability or limitation thereof is not permitted under applicable law.

Under Delaware law, a corporation may indemnify any person made a party or threatened to be made a party to any type of proceeding, other than action by or in the right of the corporation, because he or she is or was an officer, director, employee or agent of the corporation or was serving at the request of the corporation as an officer, director, employee or agent of another corporation or entity against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such proceeding if: (1) he or she acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; or (2) in the case of a criminal proceeding, he or she had no reasonable cause to believe that his or her conduct was unlawful. A corporation may indemnify any person made a party or threatened to be made a party to any threatened, pending or completed action or suit brought by or in the right of the corporation because he or she was an officer, director, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or other entity, against expenses actually and reasonably incurred in connection with such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, provided that such indemnification will be denied if the person is found liable to the corporation unless, in such a case, the court determines the person is entitled to indemnification for such expenses in any event. A corporation must indemnify a present or former director or officer who successfully defends himself or herself in a proceeding to which he or she was a party because he or she was a director or officer of the corporation against expenses actually and reasonably incurred by him or her. Expenses incurred by an officer or director, or any employees or

Table of Contents

agents as deemed appropriate by the board of directors, in defending civil or criminal proceedings may be paid by the corporation in advance of the final disposition of such proceedings upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation. The Delaware law regarding indemnification and expense advancement is not exclusive of any other rights which may be granted by our certificate of incorporation or bylaws, a vote of shareholders or disinterested directors, agreement or otherwise.

Under the DGCL, termination of any proceeding by conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that such person is prohibited from being indemnified.

Our bylaws provide that we will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of us), by reason of the fact that such person is or was a director or officer of us, or is or was a director or officer serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to our best interests, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to our best interests, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Our bylaws further provide that we will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of us to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of us, or is or was a director or officer of us serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith, and in a manner such person reasonably believed to be in or not opposed to our best interests except that no indemnification will be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to us unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

However, our bylaws provide that we will only provide indemnification pursuant to the bylaws (unless ordered by a court) if such indemnification is authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in the bylaws. Such determination is to be made, with respect to a person who is a director or officer at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of directors who are not parties to such action, suit or proceeding designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iv) by the shareholders. Such determination is to be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on our behalf. To the extent, however, that a present or former director or officer of ours has been successful on the merits or otherwise in defense of any action, suit or proceeding, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

Table of Contents

Our bylaws further provide that except for proceedings to enforce rights to indemnification, we will not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the board of directors.

The indemnification and advancement of expenses provided by, or granted pursuant to, our bylaws are not deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the certificate of incorporation, bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. It is our policy that indemnification shall generally be made to the fullest extent permitted by law. Our bylaws do not preclude indemnifying persons in addition to those specified in the bylaws but whom we have the power or obligation to indemnify under the provisions of the DGCL, or otherwise.

We may also purchase and maintain insurance on behalf of any person who is or was a director or officer, or is or was a director or officer serving at our request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not we would have the power or the obligation to indemnify such person against such liability under the provisions of the bylaws.

Duke Energy Corporation was formed as a holding company in connection with the consummation of the merger of our predecessor, Duke Energy Corporation, a North Carolina corporation, and Cinergy Corp., on April 3, 2006. For a further description of the rights to indemnification and exculpation from liabilities of directors and officers arising pursuant to the merger agreement, reference is made to Item 15 of Duke Energy Corporation's Form S-3 filed April 5, 2006, File No. 333-132996.

The Duke Energy PremierNotes Plan provides for the indemnification of officers and directors of Duke Energy under certain circumstances.

Item 16. *Exhibits.*

The exhibits to this registration statement are listed in the exhibit index, which appears elsewhere herein and is incorporated by reference.

Item 17. *Undertakings.*

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement;

Table of Contents

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement, or any material change to such information in the registration statement;

provided, however, that paragraphs (i), (ii) and (iii) do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

Table of Contents

- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
- (b) The undersigned registrant hereby further undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under Item 15 in the registration statement above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted against the registrant by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Duke Energy Corporation certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, State of North Carolina, on the 4th day of April, 2011.

Duke Energy Corporation
(Registrant)

By: /s/ JAMES E. ROGERS*
Name: James E. Rogers
Title: Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been duly signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JAMES E. ROGERS* James E. Rogers	Director and Chairman, President and Chief Executive Officer (Principal Executive Officer)	April 4, 2011
/s/ LYNN J. GOOD* Lynn J. Good	Group Executive and Chief Financial Officer (Principal Financial Officer)	April 4, 2011
/s/ STEVEN K. YOUNG* Steven K. Young	Senior Vice President and Controller (Principal Accounting Officer)	April 4, 2011

Signature	Title	Date
William Barnet, III*	Director	April 4, 2011
G. Alex Bernhardt, Sr.*	Director	April 4, 2011
Michael G. Browning*	Director	April 4, 2011
Daniel R. DiMicco*	Director	April 4, 2011
John H. Forsgren*	Director	April 4, 2011
Ann Maynard Gray*	Director	April 4, 2011
James H. Hance, Jr.*	Director	April 4, 2011
E. James Reinsch*	Director	April 4, 2011
James T. Rhodes*	Director	April 4, 2011
Philip R. Sharp*	Director	April 4, 2011

* The undersigned, by signing his name hereto, does hereby sign this document on behalf of the registrant and on behalf of each of the above-named persons indicated above by asterisks, pursuant to a power of attorney duly executed by the registrant and such persons, filed with the Securities and Exchange Commission as an exhibit hereto.

By: /s/ DAVID S. MALTZ
Attorney-in-Fact
April 4, 2011

Table of Contents

EXHIBIT INDEX

Exhibit

Number	Exhibit
4.1	Duke Energy PremierNotes Plan dated as of April 4, 2011.
4.2	Indenture dated as of April 4, 2011.
5	Opinion of Robert T. Lucas III, Esq.
12	Computation of Ratio of Earnings to Fixed Charges of Duke Energy Corporation, incorporated by reference to Exhibit 12.1 to the Annual Report on Form 10-K of Duke Energy Corporation for the fiscal year ended December 31, 2010 (Commission File No. 001-32853).
23.1	Consent of Deloitte & Touche LLP (Charlotte, North Carolina).
23.2	Consent of Deloitte & Touche LLP (Raleigh, North Carolina).
24.1	Powers of Attorney of Directors and Officers of Duke Energy Corporation.
24.2	Resolution of Duke Energy Corporation regarding Power of Attorney.
25	Form T-1 Statement of Eligibility of The Bank of New York Mellon Trust Company, N.A.