

As filed with the Securities and Exchange Commission on May 4, 2026

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 Registration No. 333-290475-01  
 Registration No. 333-290475-02  
 Registration No. 333-290475-03  
 Registration No. 333-290475-04  
 Registration No. 333-290475-05  
 Registration No. 333-290475-06

**UNITED STATES  
 SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

POST-EFFECTIVE AMENDMENT NO. 1 TO

**FORM S-3**

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Duke Energy Corporation	Duke Energy Carolinas, LLC	Duke Energy Florida, LLC	Duke Energy Indiana, LLC	Duke Energy Ohio, Inc.	Duke Energy Progress, LLC	Piedmont Natural Gas Company, Inc.
(Exact name of registrant as specified in its charter)						
Delaware	North Carolina	Florida	Indiana	Ohio	North Carolina	North Carolina
(State or other jurisdiction of incorporation or organization)						
20-2777218	56-0205520	59-0247770	35-0594457	31-0240030	56-0165465	56-0556998
(I.R.S. Employer Identification Number)						
525 South Tryon Street Charlotte, NC 28202 (800) 488-3853	525 South Tryon Street Charlotte, NC 28202 (800) 488-3853	229 First Avenue North St. Petersburg, FL 33701 (800) 488-3853	1000 East Main Street Plainfield, IN 46168 (800) 488-3853	139 East Fourth Street Cincinnati, OH 45202 (800) 488-3853	411 Fayetteville Street Raleigh, NC 27601 (800) 488-3853	525 South Tryon Street Charlotte, NC 28202 (800) 488-3853
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)						

**Nicholas J. Giaimo**  
 Senior Vice President, Treasurer and Chief Risk Officer  
 Duke Energy Corporation  
 525 South Tryon Street  
 Charlotte, North Carolina 28202  
 (800) 488-3853

(Name, address, including zip code, and telephone numbers, including area code, of agent for service)

**Please send copies of all notices, orders and communications to:**

**Elizabeth H. Jones, Esq.**  
 Deputy General Counsel and Assistant Corporate Secretary  
 Duke Energy Corporation  
 525 South Tryon Street  
 Charlotte, North Carolina 28202  
 (800) 488-3853

**Approximate date of commencement of proposed sale to the public:**

**From time to time after the effective date of this registration statement as determined by market conditions and other factors.**

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, check the following box.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and emerging growth company in Rule 12b-2 of the Exchange Act. (Check one):

Duke Energy Corporation	Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
	Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Duke Energy Carolinas, LLC	Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
	Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Duke Energy Florida, LLC	Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
	Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Duke Energy Indiana, LLC	Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
	Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Duke Energy Ohio, Inc.	Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
	Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Duke Energy Progress, LLC	Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
	Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Piedmont Natural Gas Company, Inc.	Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
	Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of Securities Act.

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**Explanatory Note**

This Post-Effective Amendment No. 1 (this “Post-Effective Amendment No. 1”) to the Registration Statement on Form S-3 initially filed on September 24, 2025, by each of Duke Energy Corporation, Duke Energy Carolinas, LLC, Duke Energy Florida, LLC, Duke Energy Indiana, LLC, Duke Energy Ohio, Inc., and Duke Energy Progress, LLC, (as amended by this Post-Effective Amendment No. 1, the “Registration Statement”) is being filed to (i) add Piedmont Natural Gas Company, Inc. (“Piedmont Natural Gas Company”), a North Carolina corporation and wholly-owned subsidiary of Duke Energy Corporation, as an additional registrant and file a prospectus with respect to the securities to be issued from time to time by Piedmont Natural Gas Company; (ii) update the information provided in Part II of the Registration Statement related to Piedmont Natural Gas Company; and (iii) file additional exhibits to the Registration Statement. No changes are being made hereby to the existing prospectuses relating to the securities to be issued from time to time by Duke Energy Corporation, Duke Energy Carolinas, LLC, Duke Energy Florida, LLC, Duke Energy Indiana, LLC, Duke Energy Ohio, Inc., or Duke Energy Progress, LLC, which remain a part of the Registration Statement. Accordingly, such existing prospectuses are not included in this Post-Effective Amendment No. 1. Pursuant to Rule 462(e) under the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 shall become effective immediately upon filing with the Securities and Exchange Commission.

The Registration Statement is separately filed by Duke Energy Corporation, Duke Energy Carolinas, LLC, Duke Energy Florida, LLC, Duke Energy Indiana, LLC, Duke Energy Ohio, Inc., Duke Energy Progress, LLC, and Piedmont Natural Gas Company on a combined basis. As to each registrant, the Registration Statement consists solely of the prospectus of such registrant (including the documents incorporated therein by reference) and the information set forth in Part II of the Registration Statement that is applicable to such registrant. No registrant makes any representation as to the information relating to the other registrants, except to the extent that such information is included in the portion of the Registration Statement relating to such registrant.

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Prospectus

**Piedmont Natural Gas Company, Inc.**  
**Debt Securities**

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From time to time, we may offer the securities described in this prospectus separately or together in any combination, in one or more classes or series, in amounts, at prices and on terms that we will determine at the time of the offering.

We will provide specific terms of these offerings and securities in supplements to this prospectus. You should read carefully this prospectus, the information incorporated by reference in this prospectus and any prospectus supplement before you invest. This prospectus may not be used to offer or sell any securities unless accompanied by a prospectus supplement.

**Investing in our securities involves risks. You should carefully consider the information in the section entitled "Risk Factors" on page 2 of this prospectus before you invest in any of our securities.**

We may offer and sell the securities directly, through agents we select from time to time or to or through underwriters or dealers we select. If we use any agents, underwriters or dealers to sell the securities, we will name them and describe their compensation in a prospectus supplement. The price to the public of those securities and the net proceeds we expect to receive from that sale will also be set forth in a prospectus supplement.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this Prospectus is May 4, 2026.

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**REFERENCES TO ADDITIONAL INFORMATION**

This prospectus incorporates important business and financial information about us from other documents that are not included in or delivered with this prospectus. This information is available for you to review through the Securities and Exchange Commission's, or SEC's, website, [www.sec.gov](http://www.sec.gov). You can also obtain those documents incorporated by reference in this prospectus by requesting them in writing or by telephone from the company at the following address and telephone number:

Investor Relations Department  
Piedmont Natural Gas Company, Inc.  
P.O. Box 1005  
Charlotte, North Carolina 28201  
(800) 488-3853 (toll-free)

See "Where You Can Find More Information" in this prospectus.

**ABOUT THIS PROSPECTUS**

This prospectus is part of a registration statement that Piedmont Natural Gas Company filed with the SEC utilizing a "shelf" registration process. Under the shelf registration process, we are registering an unspecified amount of debt securities, and may issue any of such securities in one or more offerings.

This prospectus provides general descriptions of the securities Piedmont Natural Gas Company may offer. Each time securities are sold, a prospectus supplement will provide specific information about the terms of that offering. The prospectus supplement may also add, update or change information contained in this prospectus. The registration statement filed with the SEC includes exhibits that provide more details about the matters discussed in this prospectus. You should read this prospectus, the related exhibits filed with the SEC and any prospectus supplement, together with the additional information described under the caption "Where You Can Find More Information."

Unless we have indicated otherwise, or the context otherwise requires, references in this prospectus to "Piedmont," "Piedmont Natural Gas Company," "the Company," "we," "us" and "our" or similar terms are to Piedmont Natural Gas Company, Inc.

**FORWARD-LOOKING STATEMENTS**

This prospectus and the information incorporated by reference in this prospectus include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements are based on our management's beliefs and assumptions and can often be identified by terms and phrases that include "anticipate," "believe," "intend," "estimate," "expect," "continue," "should," "could," "may," "plan," "project," "predict," "will," "potential," "forecast," "target," "guidance," "outlook" or other similar terminology. Various factors may cause actual results to be materially different than the suggested outcomes within forward-looking statements; accordingly, there is no assurance that such results will be realized.

In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements included or incorporated by reference in this prospectus might not occur or might occur to a different extent or at a different time than described. Forward-looking statements speak only as of the date they are made and we expressly disclaim any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

**THE COMPANY**

Piedmont Natural Gas Company, Inc., a North Carolina corporation and a direct, wholly-owned subsidiary of Duke Energy Corporation, is an energy services company whose principal business is the distribution of natural gas to over 1 million residential, commercial, industrial and power generation customers in portions of North Carolina and South Carolina, including customers served by municipalities who are wholesale customers.

During 2025, Piedmont Natural Gas Company entered into an Asset Purchase Agreement with Spire Tennessee Inc., a Delaware corporation and successor-in-interest to Spire Inc., a Missouri corporation (“Spire”) (the “Purchase Agreement”), by which Piedmont Natural Gas Company agreed to sell its Tennessee natural gas local distribution company business to Spire (the “Transaction”). On March 31, 2026, Piedmont Natural Gas Company completed the Transaction for \$2.48 billion in cash, subject to customary purchase price adjustments as set forth in the Purchase Agreement.

As of December 31, 2025, our asset portfolio included approximately 25,300 miles of natural gas distribution and transmission pipelines in North Carolina and South Carolina and approximately 19,900 miles of natural gas service lines in North Carolina and South Carolina.

Our principal executive offices are maintained at 525 South Tryon Street, Charlotte, North Carolina 28202, and our telephone number is (800) 488-3853.

The foregoing information about Piedmont Natural Gas Company is only a general summary and is not intended to be comprehensive. For additional information about Piedmont Natural Gas Company, you should refer to the information described under the caption “Where You Can Find More Information.”

#### **RISK FACTORS**

Investing in our securities involves risks. Before purchasing any securities we offer, you should carefully consider the risk factors that are incorporated by reference herein from the section captioned “Risk Factors” in our most recent Annual Report on Form 10-K as they may be updated by our subsequent Quarterly Reports on Form 10-Q, together with all of the other information included in this prospectus and any prospectus supplement and any other information that we have incorporated by reference, including filings made with the SEC subsequent to the date hereof. Any of these risks, as well as other risks and uncertainties, could harm our financial condition, results of operations or cash flows.

#### **USE OF PROCEEDS**

Unless stated otherwise in the applicable prospectus supplement, we intend to use the net proceeds from the sale of any offered securities:

- to redeem or purchase from time to time presently outstanding securities when we anticipate those transactions will result in an overall cost savings;
- to repay maturing securities;
- to finance our ongoing construction program; or
- for general corporate purposes.

#### **DESCRIPTION OF DEBT SECURITIES**

The following description sets forth general terms and provisions of the debt securities that we may offer with this prospectus. We will provide additional or different terms of the debt securities in the applicable prospectus supplement.

The debt securities will be unsecured obligations of Piedmont Natural Gas Company and will either be senior or subordinated debt. We will issue senior debt securities under a senior indenture, dated as of April 1, 1993, as supplemented to the date hereof, between Piedmont Natural Gas Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee to Citibank, N.A (the “Senior Indenture”). We will issue subordinated debt securities, which may include junior subordinated debt securities, under a subordinated indenture between us and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Subordinated Indenture”). The Senior Indenture and the Subordinated Indenture are sometimes referred to in this prospectus individually as an “Indenture” and collectively as the “Indentures.” References to the “Trustee” means The Bank of New York Mellon Trust Company, N.A., as successor trustee to Citibank, N.A., or any other successor trustee under the Indentures. Unless otherwise specified in this prospectus, references to the “Debt Securities” means the senior debt securities and subordinated debt securities issued

under the Indentures, and the descriptions of Debt Securities describe both the senior Debt Securities and the subordinated Debt Securities unless otherwise specified in this prospectus or any prospectus supplement.

Because this section is a summary of some of the terms of the Indentures, it does not describe every aspect of the Debt Securities. You should refer to the applicable Indenture for a complete description of its provisions and the definitions of terms used in it, because such Indenture, and not this description, will define your rights as a holder of Debt Securities. Whenever we refer to particular sections or defined terms of the Indentures in this prospectus or in any applicable supplement, we are incorporating by reference those sections or defined terms in this prospectus or the applicable prospectus supplement.

The Senior Indenture and the form of Subordinated Indenture are exhibits to the registration statement. See "Where You Can Find More Information" for information on how to obtain a copy of the Indentures and any supplements.

#### **General Terms of Our Debt Securities**

The Debt Securities may be issued from time to time in one or more series. The Indentures do not limit the aggregate principal amount of Debt Securities that we may issue under either Indenture at any time or from time to time in one or more series.

The particular terms of each issue of Debt Securities, as well as any modifications or additions to the general terms of the Indenture applicable to the issue of Debt Securities, will be described in the applicable prospectus supplement. You should read the applicable prospectus supplement for some or all of the following terms of the series of Debt Securities offered by such supplement, as applicable:

- the title of the offered Debt Securities;
- any limit on the aggregate principal amount of the offered Debt Securities;
- the person to whom any interest on the offered Debt Securities will be payable, if other than the person in whose name that offered Debt Security is registered at the close of business on the record date for such interest and the relevant record dates for the payment of interest;
- the date or dates on which the principal of the offered Debt Securities is payable;
- the rate or rates at which the offered Debt Securities will bear interest, if any, or the formula that will be used to determine such rate or rates, the date or dates from which any such interest will accrue and the date or dates for any interest payable and the record dates for interest payable;
- the place or places where the principal, premium (if any) and interest on the offered Debt Securities will be payable and the method of such payment;
- the period or periods within which the price or prices at which and the terms and conditions upon which the offered Debt Securities may be redeemed, in whole or in part, at our option;
- our obligations, if any, to purchase or redeem the offered Debt Securities under any sinking fund or analogous provision or at the option of holders of such securities and the period or periods within which, the price or prices at which and the terms and conditions upon which the offered Debt Securities will be redeemed or purchased, in whole or in part, pursuant to such obligation;
- the denominations in which the offered Debt Securities will be issuable, if other than denominations of \$1,000 and any integral multiple thereof; if the amount of payments of principal, premium (if any) or interest on the offered Debt Securities may be determined with reference to an index, the manner in which such amounts shall be determined;
- whether the offered Debt Securities will be issuable in whole or in part in the form of one or more global securities and, if so, the securities depository or depositories for such global security or securities and the circumstances under which any such global security or securities may be registered for transfer or exchange, or authenticated and delivered, in the name of a person other than such depository or its nominee, other than as set forth in the Indenture;
- any provisions for conversion into or exchange of the Debt Securities for other securities of Piedmont Natural Gas Company or any other entity, including the terms of any mandatory conversion;

- if other than the principal amount thereof, the portion of the principal amount of the offered Debt Securities which shall be payable upon declaration of acceleration of the maturity thereof;
- any modification, amendment or addition to our covenants;
- whether the offered Debt Securities will be subject to defeasance or covenant defeasance or other means of satisfaction and discharge;
- any additional events of default; and
- any other terms or provisions of the offered Debt Securities not inconsistent with the provisions of the applicable Indenture.

We may issue Debt Securities with terms different from those of Debt Securities already issued and outstanding. There is no requirement that we issue Debt Securities in the future under either Indenture, and we may use other indentures or documentation, containing different provisions, in connection with future issues of other Debt Securities.

Unless the applicable prospectus supplement provides differently, we will issue the Debt Securities in fully registered form without coupons and in denominations of \$1,000 or any integral multiple of \$1,000. Unless the applicable prospectus supplement provides differently, the Trustee will register the transfer of any Debt Securities at its offices. There will be no service charge for any registration of transfer or exchange of the Debt Securities, although we may require that purchasers of the Debt Securities pay any tax or other governmental charge associated with the registration.

We may issue Debt Securities as original issue discount securities, to be sold at a discount below their principal amount. The applicable prospectus supplement will describe any special federal income tax and other considerations applicable to such securities.

#### **Exchange Registration and Transfer**

We will not be required to exchange or register a transfer of (i) any series of Debt Securities for a period of 15 days next preceding the giving of the notice of any redemption of such series or (ii) any such series selected, called or being called for redemption except, in the case of any such series to be redeemed in part, that portion not being redeemed.

#### **Redemption**

Any terms for the optional or mandatory redemption of the Debt Securities will be set forth in the applicable prospectus supplement. Except as shall otherwise be provided with respect to the Debt Securities redeemable at the option of the holder, Debt Securities will be redeemable only upon notice, given in accordance with the applicable Indenture, not less than 30 nor more than 60 days prior to the date fixed for redemption, except as otherwise set forth in the applicable prospectus supplement, and, if less than all of a series of Debt Securities are to be redeemed, the Trustee shall select the particular Debt Securities to be redeemed in such manner as it deems fair and appropriate; provided, however, that global Debt Securities that are to be partially redeemed shall be selected in accordance with the procedures of the relevant depository. The Indentures limit our ability to redeem Debt Securities if an event of default has occurred and is continuing.

#### **Covenants**

Under the Senior Indenture, we have agreed to three principal restrictions on our activities for the benefit of holders of the senior Debt Securities. The restrictive covenants summarized below will apply to a series of senior Debt Securities (unless waived or amended) as long as any of those senior Debt Securities are outstanding or unless the prospectus supplement for the series states otherwise.

The covenants contained in the Indentures and the Debt Securities would not necessarily afford holders protection in the event of a highly leveraged or other transaction involving us that may adversely affect holders. The existing protective covenants applicable to the Debt Securities would continue to apply to us in the event of a leveraged buyout initiated or supported by us, our management or any of our affiliates or their management, but may not prevent such a transaction from taking place.

*Property.* To the extent necessary for our business to be properly conducted, in our judgment, we will cause (or, with respect to property owned in common with others, make reasonable effort to cause) all of our properties used or useful in the conduct of our business to be maintained and kept in good condition, repair and working order. We will also cause (or, with respect to property owned in common with others, make reasonable effort to cause) all necessary repairs, renewals, replacements, betterments and improvements to be made to such properties. This covenant does not prevent us from discontinuing, or causing the discontinuance of, the operation and maintenance of any of our properties if such discontinuance is, in our judgment, desirable in the conduct of our business.

*Limitation on Liens.* We will not create, assume or suffer to exist, and will not permit, cause or suffer any subsidiary to create, assume or suffer to exist, except in our favor, any mortgage, pledge or other lien or encumbrance of or upon any of our or its properties or assets (including stock and other securities of subsidiaries) without making effective provisions to secure equally and ratably the senior Debt Securities then outstanding and other indebtedness entitled to be so secured, except that we or a subsidiary, without so securing the senior Debt Securities, may create, assume or suffer to exist:

- certain purchase money and existing liens in connection with property acquisitions and the extension, renewal or refunding of the same;
- pledges of current assets, in the ordinary course of business, to secure current liabilities;
- liens on property to secure obligations to pay all or a part of the purchase price of such property only out of or measured by oil or gas production or the proceeds thereof, or liens upon production from oil and gas property or the proceeds of such production, to secure obligations to pay all or part of the expenses of exploration, drilling or development of such property only out of such production or proceeds;
- mechanics' or materialman's liens, good faith deposits in connection with tenders, leases of real estate, bids or contracts (other than contracts for the payments of money), deposits to secure public or statutory obligations, deposits to secure, or in lieu of, surety, stay or appeal bonds and deposits as security for payment of taxes or assessments or similar charges and liens or security interests given in connection with bid or completion bonds;
- liens arising by reason of deposits with, or the giving of security to, a governmental agency as a condition to the transaction of business or the exercise of a privilege or license, or to enable us or a subsidiary to maintain self-insurance or participate in any funds established to cover any insurance risks in connection with workmen's compensation, unemployment insurance, old age pension or other social security, or to share in the privileges or benefits required for companies participating in such arrangements;
- pledges or assignments of accounts receivable, including customers' installment paper, to banks or others (including to or by any subsidiary which is principally engaged in the business of financing our business and the business of our subsidiaries) made in the ordinary course of business;
- liens of taxes or assessments that are (1) for the current year, (2) not due or (3) already due but are being contested in good faith and against which an adequate reserve has been established;
- judgments or liens the finality of which is being contested and execution on which is stayed;
- assessments or similar encumbrances the existence of which does not impair the use of the property subject thereto for the purposes for which it was acquired;
- certain landlords' liens so long as the rent secured thereby is not in default;
- liens on the assets of any limited liability company organized under a limited liability company act of any state in which a limited liability company is permitted to be treated as a partnership or disregarded for federal income tax purposes; and
- liens not otherwise permitted if, at the time, and after giving effect thereto, the creation or assumption of any lien, the aggregate amount of all of our consolidated indebtedness secured by such liens does not exceed 10% of our Consolidated Total Assets. "Consolidated Total Assets" means, as of any determination date, the total assets of us and our subsidiaries as set forth or reflected on our most

recent consolidated balance sheet, prepared in accordance with generally accepted accounting principles in the United States.

For purposes of this covenant, a “subsidiary” is any corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, by us directly or indirectly through one or more intermediaries.

*Corporate Existence.* Subject to the provisions described under the heading “Consolidation, Merger or Sale,” we will do or cause to be done all things necessary to preserve and keep in full force and effect our and our subsidiaries’ corporate existence, rights (charter and statutory) and franchises. We will not be required to preserve, or cause any subsidiary to preserve, any such right or franchise or to keep in full force and effect the corporate existence of any subsidiary if, the Company determines preservation is no longer desirable in the conduct of our business and the loss thereof is not disadvantageous in any material respect to the holders of any series of senior Debt Securities.

#### **Consolidation, Merger or Sale**

We may not merge into or consolidate with any other corporation, or sell or convey our properties and assets substantially as an entirety to any person, unless:

- either we shall be the continuing corporation, or the successor corporation (if other than us) shall be a corporation organized and existing under the laws of the United States or a state thereof or the District of Columbia and such corporation shall expressly assume, by supplemental indenture, the due and punctual payment of the principal, premium (if any) and interest on all the Debt Securities under the applicable Indenture and the due and punctual performance and observance of all of our covenants and conditions under the applicable Indenture;
- we or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale or conveyance, be in default in the performance of any such covenant or condition; and
- we satisfy other conditions described in the applicable Indenture.

Because there is no definitive standard under the laws of the State of New York that clearly defines the threshold for the sale or conveyance of substantially all of our assets, it may be difficult for the holders of our Debt Securities to: (1) determine whether our covenant (relating to merger, consolidation and sale of assets) has been breached, (2) declare an event of default and (3) exercise their acceleration rights. In addition, there can be a difference in understanding between us and the holders of our Debt Securities regarding whether a specific asset sale or sales triggers a sale of “substantially all” of our assets. Lastly, in the event that the holders of our Debt Securities elect to exercise their rights under either Indenture and we contest such election, there could be no assurance as to how a court interpreting New York law would interpret the phrase “substantially all.”

#### **Payment and Paying Agent**

The principal, premium (if any) and interest (if any) on Debt Securities not represented by a global security will be payable in immediately available funds at the office or agency of the paying agent or paying agents as we may designate from time to time, provided that, at our option, interest may be paid by check mailed to the holders entitled thereto at their last addresses as they appear in the Debt Security Register. The Trustee is designated as our sole paying agent and its principal corporate trust office in the Borough of Manhattan, the City of New York, is the office where the Debt Securities may be presented for payment, for the registration of transfer and for exchange and where notices and demands to or upon us in respect of the Debt Securities or of the Indentures may be served. Unless otherwise indicated in the applicable prospectus supplement, interest payments shall be made to the person in whose name any debt security is registered at the close of business on the record date with respect to an interest payment date. All moneys paid by us to a paying agent for the payment of principal, premium (if any) or interest on any Debt Security of

any series which remain unclaimed at the end of two years after such principal, premium or interest shall have become due and payable will be repaid to us upon request, and the holder of such Debt Security will thereafter look only to us for payment thereof.

#### **Events of Default and Rights of Acceleration**

The following are events of default under the Indentures with respect to any series of Debt Securities, unless it is either inapplicable to a particular series or is specifically deleted or modified in any supplemental indenture or board resolution under which such series is issued:

- default in the payment of the principal or premium (if any) on any of the Debt Securities of such series when due and payable;
- default in the payment of any installment of interest upon any of the Debt Securities of such series when due and payable, and continuance of such default for a period of 30 days;
- default in the payment of any sinking or purchase fund payment or analogous obligation with respect to such series when due and payable;
- failure by us to observe or perform any other of our covenants or agreements in the Debt Securities or the applicable Indenture for a period of 90 days after written notice of such failure, requiring us to remedy such failure, has been given to us by the Trustee or to us and the Trustee by the holders of at least 25% in principal amount of the outstanding Debt Securities of that series;
- a default under any bond, debenture, note or other evidence of indebtedness for money borrowed by us (including a default with respect to Debt Securities of any series other than that series) or under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by us (including the Indenture) whether such indebtedness now exists or shall hereafter be created, which default shall constitute a failure to pay in excess of \$50,000,000 principal amount of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto or shall have resulted in an excess of \$50,000,000 of principal amount of such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, without such indebtedness having been discharged, or such acceleration having been rescinded or annulled, within 10 days after notice has been given to us by the Trustee or to us and the Trustee by the holders of at least 25% in principal amount of the outstanding Debt Securities of that series specifying such default and requiring us to cause such indebtedness to be discharged or such acceleration to be rescinded or annulled and stating that such notice is a "Notice of Default" under the Indenture; or
- certain events in bankruptcy, insolvency or other similar occurrences as more fully described in the Indentures.

The applicable prospectus supplement will describe any additional events of default that may be added to the Indentures for a particular series of Debt Securities.

Each of the Indentures provides that if an event of default described in clause (a), (b), (c), (d) or (e) has occurred and is continuing, and in each and every such case, unless the principal amount of all the Debt Securities of such series has already become due and payable, either the Trustee or the holders of not less than 25% in aggregate principal amount of the Debt Securities of each series affected thereby then outstanding (voting as one class), by notice to us (and to the Trustee if given by securityholders) may declare the principal amount of all the Debt Securities (or, with respect to original issue discount Debt Securities, such lesser amount as may be specified in the terms of such Debt Securities) affected thereby to be due and payable immediately, or, if an event of default described in clause (f) has occurred and is continuing, and unless the principal of all the Debt Securities of such series has already become due and payable, either the Trustee or the holders of not less than 25% in aggregate principal amount of all the Debt Securities then outstanding (voting as one class), by notice to us (and to the Trustee if given by securityholders), may declare the principal of all the Debt Securities (or, with respect to original issue discount Debt Securities, such lesser amount as may be specified in the terms of such Debt Securities) to be due and payable immediately. The holders of a majority in principal amount of the outstanding Debt Securities of all series affected thereby (voting as one class) may waive our compliance of covenants or conditions provided for in the applicable Indenture.

In some circumstances, the holders of a majority in principal amount of the outstanding Debt Securities of each series may, on behalf of the holders of all the Debt Securities of such series, waive any past default or rescind and annul a declaration of acceleration and its consequences under the applicable Indenture, except a default (1) in the payment of principal, premium (if any) or interest on any Debt Security of such series or (2) in respect of a covenant or provision of the Indentures which cannot be modified or amended without the consent of the holder of each outstanding Debt Security affected.

Each of the Indentures provides that the holders of a majority in principal amount of the outstanding Debt Securities of each series may direct the time, method and place of conducting proceedings for remedies available to the Trustee or exercising any trust or power conferred on the Trustee in respect of that series, except for such directions that are in conflict with statute, rule of law or the Indenture, any other action by Trustee deemed proper by the Trustee not inconsistent with such direction and any action the Trustee determines might involve it in personal liability or would be unjustly prejudicial to the holders of Debt Securities of such series not consenting to such direction. Otherwise, a holder of Debt Securities of a series may not pursue any remedy with respect to the Indentures or any Debt Securities of that series unless:

- the holder of Debt Securities of that series gives the Trustee written notice of a continuing event of default;
- the holders of at least 25% in aggregate principal amount of the Debt Securities of that series then outstanding make a written request to the Trustee to pursue the remedy;
- the holder or holders of Debt Securities of that series offer the Trustee reasonable indemnity against any costs, liability or expense incurred in connection therewith;
- the Trustee does not comply with the request within 60 days after receipt of the notice, request and the offer of indemnity; and
- during such 60-day period, the holders of a majority in aggregate principal amount of the Debt Securities of that series then outstanding do not give the Trustee a direction that is inconsistent with the request.

However, these limitations do not apply to the right of any holder of any Debt Securities to receive payment of the principal of, premium, if any, and interest on the Debt Securities of a series or to bring suit for the enforcement of any such payment on or after the due date expressed in the Debt Securities, which right shall not be impaired or affected without the consent of the holder.

We will be required to furnish to the Trustee annually a statement as to our performance and observance of and compliance with certain of our obligations under each Indenture and written notice of any default or event of default within five (5) days after we become aware of any such default or event of default.

Under each Indenture, the Trustee must give to the holders of each series of Debt Securities notice of all uncured defaults with respect to such series within 90 days after the occurrence of such a default known to the Trustee; provided that, except in the case of default in the payment of principal or interest on any of the Debt Securities, or in the payment of any sinking or purchase fund installment, the Trustee shall be protected in withholding such notice if the trustee committee of directors and/or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the holders of the Debt Securities of such series. No notice of default with respect to the payment of any sinking or purchase fund will be given until at least 30 days after the occurrence thereof.

#### **Modification of the Indentures**

Each Indenture contains provisions permitting us and the Trustee, with the consent of the holders of not less than 66 $\frac{2}{3}$ % in aggregate principal amount of all series of the Debt Securities to be affected at the time outstanding under the applicable Indenture (voting as one class), to enter into indentures supplemental to or modifying the applicable Indenture or the rights of the holders of such Debt Securities, except that no such modification shall (a) extend the fixed maturity, reduce the principal amount or premium (if any) or reduce the rate or extend the time of payment of interest on any Debt Security without the consent of the holder of each Debt Security so affected; or (b) reduce the percentage in principal amount of the outstanding

Debt Securities, the consent of whose holders is required for any such modification, without the consent of the holders of all Debt Securities then outstanding.

Without the consent of any holders of Debt Securities, we and the Trustee may enter into one or more supplemental indentures (which shall conform to the effective provisions of the Trust Indenture Act) for any of the following purposes:

- to evidence the succession of another corporation to us, or successive successions and the assumption by the successor corporation of our covenants, agreements and obligations;
- to add to our covenants further covenants, restrictions, conditions or provisions for the protection of the holders of the Debt Securities, and to make the occurrence, or the occurrence and continuance, of a default in any of such additions, an event of default permitting the enforcement of all remedies provided in the applicable Indenture, with such period of grace, if any, and subject to such conditions as such supplemental indenture may provide;
- to provide for the issuance under the applicable Indenture of Debt Securities, whether or not then outstanding, in coupon form (including Debt Securities registrable as to principal only) and to provide for exchangeability of such Debt Securities with Debt Securities issued under such Indenture in fully registered form;
- to modify, eliminate or add to the provisions of the applicable Indenture to such extent as shall be necessary to effect the qualification of such Indenture under the Trust Indenture Act, or under any similar federal statute hereafter enacted, and to add to such Indenture such other provisions as may be expressly permitted by the Trust Indenture Act, excluding, however, the provisions referred to in Section 316(a)(2) of the Trust Indenture Act or any corresponding provision in any similar federal statute hereafter enacted;
- to convey, transfer, assign, mortgage or pledge any property to or with the Trustee;
- to evidence and provide for the acceptance and appointment hereunder of a successor trustee with respect to the Debt Securities of one or more series and to add or change any provisions of the applicable Indenture as shall be necessary to provide for or facilitate the administration of the trusts by more than one trustee;
- to change or eliminate any provision of the applicable Indenture or to add any new provision to the Indenture; provided that if such change, elimination or addition will adversely affect the interests of the holders of the Debt Securities of any series in any material respect, such change, elimination or addition will become effective with respect to such series only when there is no Debt Security of such series remaining outstanding under the Indenture;
- to provide collateral security for the Debt Securities;
- to change any place where (1) the principal, premium (if any) and interest on Debt Securities of any series shall be payable; (2) any Debt Securities of any series may be surrendered for registration of transfer; (3) Debt Securities of any series may be surrendered for exchange; and (4) notices and demands to or upon us in respect of the Debt Securities of any series and the applicable Indenture may be served; and
- to establish the form or terms of Debt Securities of any series as permitted by the Indenture.

The Trustee is authorized by the Indentures to join with us in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be contained in any such supplemental indenture and to accept the conveyance, transfer, assignment, mortgage or pledge of any property under such supplemental indenture. The Trustee shall not be obligated to enter into any such supplemental indenture which adversely affects the Trustee's own rights, duties or immunities under the Indentures or otherwise. No supplemental indenture shall be effective as against the Trustee unless and until it has been duly executed and delivered by the Trustee.

#### **Senior Debt Securities**

The senior Debt Securities will be unsecured senior obligations and will rank equally with all other senior unsecured and unsubordinated debt. The senior Debt Securities will, however, be subordinated in

right of payment to all of our secured indebtedness to the extent of the value of the assets securing that indebtedness. Except as provided in the Senior Indenture or specified in any authorizing resolution or supplemental indenture relating to a series of senior Debt Securities to be issued, no Senior Indenture will limit the amount of additional indebtedness that may rank equally with the senior Debt Securities or the amount of indebtedness, secured or otherwise, that may be incurred or preferred stock that may be issued by any of our subsidiaries. Any such limitations will also be described in the applicable prospectus supplement.

#### **Subordination Provisions for Subordinated Debt Securities**

Any subordinated Debt Securities issued under the Subordinated Indenture will be subordinate and subject in right of payment to the prior payment in full of all of our Senior Indebtedness. The following provisions will apply to the subordinated Debt Securities unless otherwise specified in the applicable prospectus supplement:

Subject to any collateral, security, assurance or guarantee provided for the benefit of any series of subordinated Debt Securities, if any, the payment of principal, any premium and interest on the subordinated Debt Securities will be subordinated in right of payment to the prior payment in full of all of our Senior Indebtedness. This means that in certain circumstances where we may not be making payments on all of our debt obligations as they become due, the holders of all of our Senior Indebtedness will be entitled to receive payment in full of all amounts that are due or will become due on the Senior Indebtedness before the holders of subordinated Debt Securities will be entitled to receive any payment or distribution (other than in the form of subordinated securities) on the subordinated Debt Securities. These circumstances include the following circumstances:

- we make a payment or distribute assets to creditors upon any liquidation, dissolution, winding up or reorganization of our company, or as part of an assignment or marshalling of our assets for the benefit of our creditors;
- we file for bankruptcy or certain other events in bankruptcy, insolvency or similar proceedings occur; and
- the maturity of the subordinated debt securities is accelerated. For example, the entire principal amount of a series of subordinated debt securities may be declared to be due and immediately payable or may be automatically accelerated due to an event of default as described under “— Default and Rights of Acceleration.”

In addition, we are generally not permitted to make payments of principal, any premium or interest on the subordinated Debt Securities if we default on our obligation to make payments on our Senior Indebtedness and do not cure such default. We are also prohibited from making payments on subordinated Debt Securities if an event of default (other than a payment default) that permits the holders of Senior Indebtedness to accelerate the maturity of the Senior Indebtedness occurs and we and the Trustee have received a notice of such event of default. However, unless the Senior Indebtedness has been accelerated because of that event of default, this payment blockage cannot last more than the number of days specified in the Subordinated Indenture or in any supplemental indenture under which subordinated Debt Securities are issued.

These subordination provisions mean that if we are insolvent a holder of Senior Indebtedness is likely to ultimately receive out of our assets more than a holder of the same amount of our subordinated Debt Securities, and a creditor of ours that is owed a specific amount but who owns neither our Senior Indebtedness nor our subordinated Debt Securities may ultimately receive less than a holder of the same amount of Senior Indebtedness and more than a holder of subordinated Debt Securities.

The Subordinated Indenture does not limit the amount of Senior Indebtedness we are permitted to have and we may in the future incur additional senior indebtedness.

“Senior Indebtedness” is defined in the Subordinated Indenture to mean, with respect to us,

- the principal, premium, if any, and interest (including interest, whether or not allowable, accruing after the filing of a petition initiating any proceeding under any state, federal or foreign bankruptcy

- law) in respect of (A) our indebtedness and obligations related thereto and (B) indebtedness evidenced by securities, debentures, notes, bonds or other similar instruments issued by us;
- all our capital lease, purchase money and similar obligations;
  - all our obligations issued or assumed as the deferred purchase price of property, all our conditional sale obligations and all our obligations under any title retention agreement;
  - all our obligations for the reimbursement of any letter of credit, any banker's acceptance, any security purchase facility, any repurchase agreement or similar arrangement, any commercial paper, any interest rate swap, any other hedging arrangement or any obligation under options or any similar credit or other transaction;
  - all obligations for indemnification, contributions, earnouts, adjustments of purchase price or similar obligations;
  - all obligations in respect of workers compensation claims, self-insurance, indemnities, bid performance, warranty release, appeal, surety and similar bonds;
  - all obligations of the type referred to in clauses (i) through (vi) above of other Persons for the payment of which we are responsible or liable as obligor, guarantor or otherwise;
  - all obligations of the type referred to in clauses (i) through (vii) above of other Persons secured by any lien on any property or asset of ours (whether or not such obligation is assumed by us); and
  - all renewals, extensions, modifications and refunding of obligations of the type referred to in clauses (i) through (viii) above;

whether incurred on or prior to the date of the Subordinated Indenture or thereafter incurred. Notwithstanding the foregoing, "Senior Indebtedness" shall not include (1) any indebtedness of the Company owed to any of its subsidiaries, (2) Debt Securities issued pursuant to the Subordinated Indenture and guarantees in respect of such Debt Securities, (3) our trade accounts payable arising in the ordinary course of business (such trade accounts payable being pari passu in right of payment to Debt Securities issued pursuant to the Subordinated Indenture) or (4) obligations with respect to which in the instrument creating or evidencing the same or pursuant to which the same is outstanding, it is provided that such obligations are pari passu or junior in right of payment to Debt Securities issued pursuant to the Subordinated Indenture. Senior Indebtedness shall continue to be Senior Indebtedness and be entitled to the subordination provisions irrespective of any amendment, modification or waiver of any term of such Senior Indebtedness.

If this prospectus is being delivered in connection with a series of subordinated securities, the applicable prospectus supplement or the information incorporated by reference will set forth the approximate amount of Senior Indebtedness outstanding as of a recent date.

#### **Collection of Indebtedness**

The Indentures also provide that if we fail to make payment of principal, premium (if any), interest or any mandatory sinking fund requirements on the Debt Securities (and in the case of payment of interest or any mandatory sinking fund payment, such failure to pay shall have continued for 30 days) we will, upon demand of the Trustee, pay to it, for the benefit of the holders of the Debt Securities, the whole amount then due and payable on the Debt Securities for principal or premium (if any) and interest, with interest on the overdue principal and, to the extent payment of interest shall be legally enforceable, upon overdue installments of interest at the rate borne by the Debt Securities and such further amounts to cover the costs and expenses of collection. The Indentures further provide that if we fail to pay such amount forthwith upon such demand, the Trustee may, among other things, institute a judicial proceeding for the collection thereof.

#### **Satisfaction and Discharge**

We may satisfy and discharge our obligations under either Indenture if, at any time, (1) we have delivered to the Trustee for cancellation all Debt Securities of any series authenticated or (2) all Debt Securities of such series not previously delivered to the Trustee for cancellation shall have become due and payable, or are by their terms to become due and payable within one year or are to be called for redemption

within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption, and we deposit or cause to be deposited with the Trustee as trust funds (a) an amount of money which will be sufficient or (b) government obligations, the principal and interest on which when due, without any regard to reinvestment thereof, will provide monies which will be sufficient or (c) a combination of (a) and (b) which will be sufficient, to pay at maturity or upon redemption all Debt Securities of such series not theretofore delivered to the Trustee for cancellation, including principal, premium (if any) and interest due or to become due to such date of maturity or date fixed for redemption, as the case may be.

If we satisfy and discharge our obligations under either Indenture and we pay or cause to be paid all other sums payable by us under the applicable Indenture with respect to such series, then the applicable Indenture will cease to be of further effect with respect to the Debt Securities of such series, and the Trustee, on demand of and at our cost and expense, shall execute instruments acknowledging satisfaction of and discharging the applicable Indenture with respect to the Debt Securities of such series. We agree to reimburse the Trustee for any costs or expenses thereafter reasonably and properly incurred by the Trustee in connection with the applicable Indenture or the Debt Securities of such series.

In addition, we will be discharged from any and all obligations in respect of the Debt Securities of any series (except in each case of certain obligations) if (i) we deposit with the Trustee, in trust, money, government obligations, or a combination thereof, in an amount sufficient to pay all the principal (including any mandatory sinking fund payments) of, and interest on, Debt Securities of such series on the dates such payments are due in accordance with the terms of such Debt Securities, (ii) we deliver to the Trustee an opinion of counsel to the effect that the deposit and related discharge would not cause the holders of the Debt Securities of such series to recognize income, gain or loss for federal income tax purposes, or a copy of a ruling or other formal statement or action to such effect received from or published by the United States Internal Revenue Service and (iii) satisfy certain other requirements under the applicable Indenture.

**No Personal Liability of Incorporators, Stockholders, Officers, Directors or Employees**

No recourse under or upon any of our obligations, covenants or agreements in the Indentures or a supplemental indenture or in any Debt Securities issued under the Indentures or because of the creation of any indebtedness represented thereby, shall be had against any of our incorporators or any of our (or any successor corporation's) past, present or future stockholders, officers or directors. Each holder, by accepting notes issued under the Indenture, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Debt Securities. This waiver may not be effective to waive liabilities under the federal securities laws.

**Reports to Holders and SEC Reports**

We will file with the Trustee or post to the SEC's Electronic Data-Gathering, Analysis and Retrieval system ("EDGAR") the information, documents and other reports required to be filed with the SEC pursuant to Section 13 or 15(d) of the Exchange Act within 15 days after the information, documents or reports are required to be filed with the SEC. In addition, we will also file with the Trustee (or post to EDGAR) and file with the SEC such additional information, documents and reports with respect to our compliance with the conditions and covenants provided for in the Indentures as may be required from time to time by the rules and regulations prescribed by the SEC. We will also transmit to all holders of each series of Debt Securities such summaries of any information, documents and reports required to be filed by us with respect to each such series pursuant to the Indentures as may be required from time to time by the rules and regulations prescribed by the SEC within 30 days after filing thereof with the Trustee or posting thereof to EDGAR.

**Notices**

Any notice or demand required or permitted to be given or served by the Trustee or by the holders of Debt Securities to or on us may be given or served by postage prepaid first class mail or overnight courier addressed (until another address is filed by us with the Trustee) as follows: Piedmont Natural Gas Company, Inc., 525 South Tryon Street, Charlotte, North Carolina 28202, Attention: Corporate Secretary.

Any notice, direction, request or demand by any holder of the Debt Securities or by the Company to or upon the Trustee shall be deemed to have been sufficiently given or made, if given or made in writing as follows: 10161 Centurion Parkway N., Jacksonville, Florida 32256, Attention: Corporate Trust Administration.

Notices to holders of certificated Debt Securities will be mailed to them at their registered addresses. Any notice or communication mailed to a registered holder shall be mailed to the holder at the holder's address as it appears on the Debt Security register maintained by of the Debt Security registrar and shall be sufficiently given if so mailed within the time prescribed. Notices to holders of book-entry Debt Securities will be given to the depository in accordance with its applicable procedures.

#### **Title**

We, the Trustee and any of our agents may deem the person in whose name such Debt Security shall be registered upon our books (which, in the case of Debt Securities represented by a global security, shall be the Depository or its nominee) to be the absolute owner of such Debt Security (whether or not such Debt Security shall be overdue and notwithstanding any notation of ownership or other writing thereon), for the purpose of receiving payment and for all other purposes.

#### **Governing Law**

The Indentures, are and the Debt Securities will be, governed by, and construed in accordance with, the laws of the State of New York.

#### **Concerning the Trustee**

The Trustee will be under no obligation to expend or risk its own funds or to incur any personal financial liability in the performance of its duties under the Indentures, or in the exercise of any of its rights or powers under the Indentures, if there are reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Bank of New York Mellon Trust Company, N.A. is the Trustee under the Indentures. We may from time to time enter into commercial banking relationships with affiliates of the Trustee. Notice to the Trustee should be directed to:

The Bank of New York Mellon Trust Company, N.A.  
10161 Centurion Parkway N.  
Jacksonville, Florida 32256  
Attention: Corporate Trust Administration

#### **GLOBAL SECURITIES**

Piedmont Natural Gas Company may issue the Debt Securities as book-entry securities. Any such book-entry securities will be represented by one or more fully registered global securities. Piedmont Natural Gas Company will register each global security with or on behalf of a securities depository identified in the applicable prospectus supplement. Each global security will be deposited with the securities depository or its nominee or a custodian for the securities depository.

As long as the securities depository or its nominee is the registered holder of a global security representing securities described in this prospectus, that person will be considered the sole owner and holder of the global security and the securities it represents for all purposes. Except in limited circumstances, owners of beneficial interests in a global security:

- may not have the global security or any securities it represents registered in their names;
- may not receive or be entitled to receive physical delivery of certificated securities in exchange for the global security; and
- will not be considered the owners or holders of the global security or any securities it represents for any purposes under the applicable securities or the related mortgage or indenture.

Piedmont Natural Gas Company will make all payments of principal and any premium and interest on a global security to the securities depository or its nominee as the holder of the global security. The laws of some jurisdictions require that certain purchasers of securities take physical delivery of securities in definitive form. These laws may impair the ability to transfer beneficial interests in a global security.

Ownership of beneficial interests in a global security will be limited to institutions having accounts with the securities depository or its nominee, which are called "participants" in this discussion, and to persons that hold beneficial interests through participants. When a global security representing securities described in this prospectus is issued, the securities depository will credit on its book entry, registration and transfer system the principal amounts of securities the global security represents to the accounts of its participants. Ownership of beneficial interests in a global security will be shown only on, and the transfer of those ownership interests will be effected only through, records maintained by:

- the securities depository, with respect to participants' interests; and
- any participant, with respect to interests the participant holds on behalf of other persons.

Payments participants make to owners of beneficial interests held through those participants will be the responsibility of those participants. The securities depository may from time to time adopt various policies and procedures governing payments, transfers, exchanges and other matters relating to beneficial interests in a global security. None of the following will have any responsibility or liability for any aspect of the securities depository's or any participant's records relating to beneficial interests in a global security representing securities described in this prospectus, for payments made on account of those beneficial interests or for maintaining, supervising or reviewing any records relating to those beneficial interests:

- Piedmont Natural Gas Company;
- the applicable trustee; or
- an agent of either of them.

#### **PLAN OF DISTRIBUTION**

We may sell the securities described in this prospectus in any of the following ways:

- to or through underwriters;
- to or through dealers;
- through agents;
- directly to purchasers through a specific bidding, ordering or auction process or otherwise;
- through any combination of these methods of sale; or
- through any other methods described in a prospectus supplement.

The prospectus supplement with respect to the securities being offered will set forth the specific plan of distribution and the terms of the offering, including:

- the name or names of any underwriters;
- the purchase price of the securities and the proceeds we will receive from the sale;
- any underwriting discounts, selling commissions and other items constituting underwriters', dealers' or agents' compensation;
- any public offering price;
- any discounts or concessions allowed or re-allowed or paid to dealers; and
- any securities exchange or market on which the securities may be listed.

We may offer these securities to the public through underwriting syndicates represented by managing underwriters or through underwriters without a syndicate. If underwriters are used, we will enter into an underwriting agreement with the underwriters at the time of the sale of the securities and the securities will

be acquired by the underwriters for their own account. The underwriters may resell the securities in one or more transactions, including negotiated transactions at a fixed public offering price or at varying prices determined at the time of sale. Unless otherwise indicated in the applicable prospectus supplement, the obligations of the underwriters to purchase the securities will be subject to customary conditions precedent and the underwriters will be obligated to purchase all the securities offered if any of the securities are purchased. Underwriters may sell securities to or through dealers, and the dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agent. Any initial public offering price and any discounts or concessions allowed or re-allowed or paid to dealers may be changed from time to time.

Underwriters named in an applicable supplement are, and dealers and agents named in an applicable supplement may be, deemed to be “underwriters” within the meaning of the Securities Act of 1933, as amended in connection with the securities offered thereby, and any discounts or commissions they receive from us and any profit on their resale of the securities may be deemed to be underwriting discounts and commissions under the Securities Act of 1933, as amended. We may have agreements with the underwriters, agents and dealers to indemnify them against certain civil liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute to payments they may be required to make in respect of these liabilities. Underwriters, agents or dealers and their affiliates may be customers of, engage in transactions with, or perform services for us or our subsidiaries and affiliates in the ordinary course of business.

Unless indicated in the applicable prospectus supplement, we do not expect to apply to list any series of debt securities on a securities exchange.

#### **EXPERTS**

The consolidated financial statements of Piedmont Natural Gas Company incorporated by reference in this Prospectus, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report. Such financial statements are incorporated by reference in reliance upon the report of such firm, given their authority as experts in accounting and auditing.

#### **VALIDITY OF THE SECURITIES**

Elizabeth H. Jones, Esq., who is Deputy General Counsel of Duke Energy Business Services LLC, the service company affiliate of Piedmont Natural Gas Company, Inc., and/or counsel named in the applicable prospectus supplement, will issue an opinion about the validity of the securities we are offering in the applicable prospectus supplement. Counsel named in the applicable prospectus supplement will pass upon certain legal matters on behalf of any underwriters.

#### **WHERE YOU CAN FIND MORE INFORMATION**

We are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, file annual, quarterly and current reports and other information with the SEC. Our filings with the SEC, as well as additional information about us, are available to the public through Duke Energy Corporation’s website 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 Duke Energy Corporation’s website is not a part of this prospectus. Our filings are also available to the public through the SEC website 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.

Piedmont Natural Gas Company incorporates by reference the documents listed below and any future filings made by us with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, until the offering is completed:

- [Annual Report on Form 10-K for the year ended December 31, 2025](#); and
- Current Reports on Form 8-K filed on [March 16, 2026](#) and [April 1, 2026](#).

We, our parent company, Duke Energy Corporation, and certain of its other subsidiaries separately filed the combined Annual Report on Form 10-K listed above. We do not intend to incorporate by reference into this prospectus the stand alone information relating to Duke Energy Corporation and its subsidiaries (other than Piedmont Natural Gas Company and its consolidated subsidiaries), and we make no representation as to the information relating to Duke Energy Corporation and its subsidiaries (other than Piedmont Natural Gas Company and its consolidated subsidiaries) contained in such combined reports.

We will provide you 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  
Piedmont Natural Gas Company, Inc.  
P.O. Box 1005  
Charlotte, North Carolina 28201  
(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.

**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 14. Other Expenses of Issuance and Distribution:**

The following table sets forth the costs and expenses, all of which will be paid by the registrants, in connection with the distribution of the securities being registered. All amounts are estimated, except the SEC registration fee:

SEC registration fee	\$	*
Legal fees and expenses		**
Accounting fees and expenses		**
Printing expenses		**
Rating agency fees		**
Trustee fees and expenses		**
Stock exchange listing fees		**
Blue Sky fees and expenses		**
Miscellaneous		**
<b>TOTAL</b>	<b>\$</b>	<b>**</b>

\* Deferred in accordance with Rules 456(b) and 457(r) under the Securities Act of 1933, as amended.

\*\* Estimated expenses are not presently known. The foregoing sets forth the general categories of expenses (other than underwriting discounts and commissions) that the registrants anticipate they will incur in connection with the offering of securities under the registration statement. An estimate of the aggregate expenses in connection with the issuance and distribution of the securities being offered will be included in the applicable prospectus supplement.

**Item 15. Indemnification of Directors and Officers.****Duke Energy Corporation**

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 eliminate or 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 threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, 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 action, suit or proceeding: (1) if 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 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 by-laws provide that we shall 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, shall 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 by-laws further provide that we shall 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 shall 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 shall determine 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 by-laws provide that we will only provide indemnification pursuant to the by-laws (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 by-laws. Such determination shall 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 directors who are not parties to such action, suit or proceeding, 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 shall 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.

Our by-laws further provide that except for proceedings to enforce rights to indemnification, we shall 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 by-laws 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, by-laws, 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 by-laws do not preclude indemnifying persons in addition to those specified in the by-laws 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 by-laws.

#### **Duke Energy Carolinas, LLC**

Part 3 of Article 3 of the North Carolina Limited Liability Company Act and the Limited Liability Company Operating Agreement of Duke Energy Carolinas, LLC permit or require indemnification of its directors and officers in a variety of circumstances, which may include liabilities under the Securities Act of 1933, as amended. In addition, Duke Energy Carolinas, LLC maintains insurance on behalf of directors, officers, employees or agents, which may cover liabilities under the Securities Act of 1933, as amended.

The Limited Liability Company Operating Agreement of Duke Energy Carolinas, LLC (the "Company") provides that any person who is or was serving as a member, director, officer, employee or agent of the Company or who, at the request of the Company, is or was serving as a director, manager, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise or as a trustee or administrator under an employee benefit plan, shall be indemnified by the Company, to the fullest extent permitted by law, against (a) litigation expenses, including costs, expenses and reasonable attorneys' fees incurred by any such person in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, whether formal or informal, and whether or not brought by or on behalf of the Company, arising out of such person's status as such or such person's activities in any of the foregoing capacities, (b) liability, including payments made by such person in satisfaction of any judgment, money decree, fine (including an excise tax assessed with respect to an employee benefit plan), penalty or settlement for which such person may have become liable in any such action, suit or proceeding, (c) payments made and personal liabilities reasonably incurred in the authorized conduct of the business of the Company or for the preservation of its business and its property and (d) reasonable costs, expenses and attorneys' fees incurred by such person in connection with the enforcement of the indemnification rights provided in the agreement. The agreement further provides that any person who is or was serving in any of the foregoing capacities for or on behalf of the Company shall be conclusively deemed to be doing or to have done so in reliance upon, and as consideration for, such indemnification rights. The agreement also states that the rights of indemnification described above (which shall be deemed to be a contract between any such person and the Company enforceable on the part of such person notwithstanding any subsequent amendment or repeal of the agreement) shall inure to the benefit

of the successors, estates or legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the agreement, by contract, resolution or otherwise.

#### **Duke Energy Florida, LLC**

The Florida Revised Limited Liability Company Act, as amended (the “Florida Act”), provides that a limited liability company may provide for the reimbursement, indemnification, advancement of defense expenses, and insurance for members and managers. Indemnification rights are not available for transactions in which the member or manager failed to comply with their fiduciary duties; transactions in violation of criminal law; transactions in which the person received an improper benefit; liability in connection with improper distributions; and willful misconduct or conscious disregard of the company’s interest in a derivative action. The Florida Act specifically addresses improper conduct in connection with a derivative action and precludes indemnification for any breach of statutory standards of conduct or the knowing violation of any law. The prohibition of indemnification for such wrongful conduct cannot be changed by the operating agreement, nor can the operating agreement limit a person’s liability to the limited liability company if his or her wrongful conduct causes damages. Both of such restrictions are nonwaivable under sections §§605.0105(3)(g) & (p)) of the Florida Act

A limited liability company may provide for the advancement of reasonable expenses if the person agrees to repay the advancement if it is subsequently determined that the person is not entitled to indemnification. A limited liability company may purchase and maintain insurance on behalf of a member or manager against liability incurred in their capacities, or arising from their status, even for wrongful conduct of the kind described above for which indemnification would not otherwise be permitted.

The Limited Liability Company Operating Agreement of Duke Energy Florida, LLC (the “Company”) provides that any person who is or was serving as a member, director, officer, employee or agent of the Company or who, at the request of the Company, is or was serving as a director, manager, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise or person or as a trustee or administrator under an employee benefit plan, shall be indemnified by the Company, to the fullest extent permitted by law, against (a) litigation expenses, including costs, expenses and reasonable attorneys’ fees incurred by any such person in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, whether formal or informal, and whether or not brought by or on behalf of the Company, arising out of such person’s status as such or such person’s activities in any of the foregoing capacities, (b) liability, including payments made by such person in satisfaction of any judgment, money decree, fine (including an excise tax assessed with respect to an employee benefit plan), penalty or settlement for which such person may have become liable in any such action, suit or proceeding, (c) payments made and personal liabilities reasonably incurred in the authorized conduct of the business of the Company or for the preservation of its business and its property and (d) reasonable costs, expenses and attorneys’ fees incurred by such person in connection with the enforcement of the indemnification rights provided in the agreement. The agreement further provides that any person who is or was serving in any of the foregoing capacities for or on behalf of the Company shall be conclusively deemed to be doing or to have done so in reliance upon, and as consideration for, such indemnification rights. The agreement also states that the rights of indemnification described above (which shall be deemed to be a contract between any such person and the Company enforceable on the part of such person notwithstanding any subsequent amendment or repeal of the agreement) shall inure to the benefit of the successors, estates or legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the agreement, by contract, resolution or otherwise.

Duke Energy Corporation, our parent, has purchased insurance with respect to, among other things, the liabilities that may arise under the statutory provisions referred to above. Our directors and officers are also insured against certain liabilities, including certain liabilities arising under the Securities Act of 1933, as amended, that might be incurred by them in such capacities and against which they are not indemnified by us.

#### **Duke Energy Indiana, LLC**

Section 23-18-2-2 of the Indiana Business Flexibility Act (“Indiana LLC Law”) provides that, unless the limited liability company’s articles of organization provide otherwise, every limited liability company

has the power to indemnify and hold harmless any member, manager, agent, or employee from and against any and all claims and demands, except in the case of an action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness and subject to any standards and restrictions set forth in a written operating agreement. Section 23-18-4-4 of the Indiana LLC Law provides that a written operating agreement may provide for indemnification of a member or manager for monetary damages for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

The Limited Liability Company Operating Agreement of Duke Energy Indiana, LLC (the “Company”) provides that any person who is or was serving as a member, director, officer, employee or agent of the Company or who, at the request of the Company, is or was serving as a director, manager, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise or person or as a trustee or administrator under an employee benefit plan, shall be indemnified by the Company, to the fullest extent permitted by law, against (a) litigation expenses, including costs, expenses and reasonable attorneys’ fees incurred by any such person in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, whether formal or informal, and whether or not brought by or on behalf of the Company, arising out of such person’s status as such or such person’s activities in any of the foregoing capacities, (b) liability, including payments made by such person in satisfaction of any judgment, money decree, fine (including an excise tax assessed with respect to an employee benefit plan), penalty or settlement for which such person may have become liable in any such action, suit or proceeding, (c) payments made and personal liabilities reasonably incurred in the authorized conduct of the business of the Company or for the preservation of its business and its property and (d) reasonable costs, expenses and attorneys’ fees incurred by such person in connection with the enforcement of the indemnification rights provided in the agreement. The agreement further provides that any person who is or was serving in any of the foregoing capacities for or on behalf of the Company shall be conclusively deemed to be doing or to have done so in reliance upon, and as consideration for, such indemnification rights. The agreement also states that the rights of indemnification described above (which shall be deemed to be a contract between any such person and the Company enforceable on the part of such person notwithstanding any subsequent amendment or repeal of the agreement) shall inure to the benefit of the successors, estates or legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the agreement, by contract, resolution or otherwise.

The indemnification described above may include liabilities under the Securities Act of 1933, as amended. In addition, Duke Energy Indiana, LLC maintains insurance permitted by the laws of Indiana on behalf of directors and officers which may cover liabilities under the securities laws, except those arising under Section 16(b) of the Securities Exchange Act of 1934, as amended, or involving fraud, criminal fines or penalties or deliberate dishonesty with respect to a material matter which is the subject of litigation.

**Duke Energy Ohio, Inc.**

Section 1701.13(E) of the Ohio Revised Code (the “Ohio Code”) provides that a corporation may indemnify or agree to 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 the corporation, by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, member, manager or agent of another corporation, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses, including attorneys’ fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person is determined under the procedure described in the Ohio Code to have (a) acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and (b) had no reasonable cause to believe the conduct was unlawful in the case of any criminal action or proceeding. However, with respect to expenses actually and reasonably incurred in connection with the defense or settlement of any action or suit by or in the right of the corporation to procure a judgment in its favor, no indemnification is to be made (i) in respect of any claim, issue, or matter as to which such person was adjudged liable for negligence or misconduct in the performance of such person’s duty to the corporation unless, and only to the extent that, it is determined by the court upon application that, despite the adjudication of

liability, such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper, or (ii) in respect of any action or suit in which the only liability asserted against a director is in connection with the alleged making of an unlawful loan, dividend or distribution of corporate assets. The Ohio Code also provides that such person shall be indemnified against expenses actually and reasonably incurred by the person to the extent successful in defense of the actions referred to above, or in defense of any claim, issue, or matter therein.

Duke Energy Ohio, Inc.'s Regulations contain substantially the same provisions except that indemnity under the statute is made mandatory as to directors and officers by the Regulations.

Duke Energy Ohio, Inc. maintains an insurance policy covering Duke Energy Ohio, Inc.'s directors and officers against certain civil liabilities, including liabilities under the Securities Act of 1933, as amended.

#### **Duke Energy Progress, LLC**

Part 3 of Article 3 of the North Carolina Limited Liability Company Act and the Limited Liability Company Operating Agreement of Duke Energy Progress, LLC (the "Company") permit or require indemnification of its directors and officers in a variety of circumstances, which may include liabilities under the Securities Act of 1933, as amended. In addition, the Company maintains insurance on behalf of directors, officers, employees or agents, which may cover liabilities under the Securities Act of 1933, as amended.

The Limited Liability Company Operating Agreement of the Company provides that any person who is or was serving as a member, director, officer, employee or agent of the Company or who, at the request of the Company, is or was serving as a director, manager, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise or person or as a trustee or administrator under an employee benefit plan, shall be indemnified by the Company, to the fullest extent permitted by law, against (a) litigation expenses, including costs, expenses and reasonable attorneys' fees incurred by any such person in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, whether formal or informal, and whether or not brought by or on behalf of the Company, arising out of such person's status as such or such person's activities in any of the foregoing capacities, (b) liability, including payments made by such person in satisfaction of any judgment, money decree, fine (including an excise tax assessed with respect to an employee benefit plan), penalty or settlement for which such person may have become liable in any such action, suit or proceeding, (c) payments made and personal liabilities reasonably incurred in the authorized conduct of the business of the Company or for the preservation of its business and its property and (d) reasonable costs, expenses and attorneys' fees incurred by such person in connection with the enforcement of the indemnification rights provided in the agreement. The agreement further provides that any person who is or was serving in any of the foregoing capacities for or on behalf of the Company shall be conclusively deemed to be doing or to have done so in reliance upon, and as consideration for, such indemnification rights. The agreement also states that the rights of indemnification described above (which shall be deemed to be a contract between any such person and the Company enforceable on the part of such person notwithstanding any subsequent amendment or repeal of the agreement) shall inure to the benefit of the successors, estates or legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the agreement, by contract, resolution or otherwise.

#### **Piedmont Natural Gas Company, Inc.**

Sections 55-8-50 through 55-8-58 of the North Carolina Business Corporation Act ("NCBCA"), our Restated Articles of Incorporation (our "Articles of Incorporation") and the Bylaws of Piedmont Natural Gas Company, Inc. ("Piedmont Natural Gas Company"), as amended and restated to date (the "Bylaws"), provide for indemnification of our directors and officers in a variety of circumstances, which may include liabilities under the Securities Act of 1933, as amended. Piedmont Natural Gas Company has insurance covering expenditures it might incur in connection with the indemnification of its directors and officers for their liabilities and expenses.

The NCBCA provides directors and officers with a right to indemnification when the director or officer has been wholly successful, on the merits or otherwise, in defense of any proceeding to which he was

a party because he is or was a director or officer of the corporation. The NCBCA also permits a corporation to indemnify directors and officers who met a certain standard of conduct. Directors and officers are also entitled to apply to a court for an order requiring the corporation to indemnify the director or officer in a particular case. The court may grant such an order if it determines the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances. Nevertheless, under the NCBCA, a corporation may not indemnify a director or officer in connection with a proceeding by or in the right of the corporation in which the director or officer is adjudged liable to the corporation or in connection with any other proceeding charging improper personal benefit to a director or officer who is adjudged liable on the basis that personal benefit was improperly received by such director or officer.

The NCBCA also authorizes a corporation to indemnify directors and officers beyond the indemnification rights granted by law. The Bylaws provide that any person who is or was a director, and our officers who are also directors or who are designated by the Board of Directors from time to time as indemnified officers and any director or officer who at the request of Piedmont Natural Gas Company serves or has served as a director, officer, partner, trustee, employee or agent of any other corporation or other enterprise, will be reimbursed and indemnified against liability and expenses incurred by that person in connection with any action, suit or proceeding arising out of that person's status as director or officer if it is determined that person's acts or omissions were not reasonably known or believed by him or her to be clearly in conflict with Piedmont Natural Gas Company's best interests. The Bylaws further provide that Piedmont Natural Gas Company shall indemnify each director and indemnified officer for his or her reasonable costs, expenses and attorneys' fees incurred in connection with the enforcement of the rights to indemnification granted under the Bylaws, if it is determined that such director or indemnified officer is entitled to indemnification under the Bylaws.

As authorized by the NCBCA, and to the fullest extent permitted by the NCBCA, Piedmont Natural Gas Company's Articles of Incorporation limit the liability of a director by providing that a director shall not be liable to Piedmont Natural Gas Company or to any Piedmont Natural Gas Company shareholder for monetary damages arising from the director's breach of his or her duties as a director, except for liability with respect to (i) acts or omissions not made in good faith that the director at the time of the breach knew or believed were in conflict with Piedmont Natural Gas Company's best interests, (ii) unlawful distributions, (iii) any transaction from which the director or officer derived an improper personal benefit and (iv) acts or omissions occurring prior to the date the provision of Piedmont Natural Gas Company's Articles of Incorporation limiting the liability of our directors became effective. In addition, Section 55-8-30(d) of the NCBCA provides that a director is not liable for any action taken as a director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with the general standards of conduct applicable to directors of North Carolina corporations.

**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) Each of the undersigned registrants 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, as amended;
    - (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 Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(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,*

Paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section 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 reports filed with or furnished to the 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, as amended, 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 which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933, as amended, 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 of 1933, as amended, 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, as amended, to any purchaser in the initial distribution of the securities:

Each of the undersigned registrants 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;
  - (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) Each of the undersigned registrants hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, as amended, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to 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, as amended, may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, 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 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.

## INDEX TO EXHIBITS

Exhibit No.	Exhibit
<b>Duke Energy Corporation</b>	
4(a)(1)*	<a href="#"><u>Amended and Restated Certificate of Incorporation of Duke Energy Corporation (filed with Duke Energy Corporation's Current Report on Form 8-K, File No. 1-32853, dated May 20, 2014, as Exhibit 3.1)</u></a>
4(a)(2)*	<a href="#"><u>Amended and Restated By-Laws of Duke Energy Corporation, effective as of May 8, 2024 (incorporated by reference to Exhibit 3.1 to Duke Energy Corporation's Current Report on Form 8-K, File No. 1-32853, filed May 13, 2024)</u></a>
4(a)(3)*	<a href="#"><u>Indenture dated June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (filed with Duke Energy Corporation's Current Report on Form 8-K, File No. 1-32853, filed June 16, 2008, as Exhibit 4.1)</u></a>
4(a)(3)(i)*	<a href="#"><u>First Supplemental Indenture to Indenture, dated as of June 16, 2008 (filed with Duke Energy Corporation's Current Report on Form 8-K, File No. 1-32853, filed June 16, 2008, as Exhibit 4.2)</u></a>
4(a)(3)(ii)*	<a href="#"><u>Second Supplemental Indenture, dated as of January 26, 2009 (filed with Duke Energy Corporation's Current Report on Form 8-K, File No. 1-32853, filed January 26, 2009, as Exhibit 4.1)</u></a>
4(a)(3)(iii)*	<a href="#"><u>Third Supplemental Indenture, dated as of August 28, 2009 (filed with Duke Energy Corporation's Current Report on Form 8-K, File No. 1-32853, filed August 28, 2009, as Exhibit 4.1)</u></a>
4(a)(3)(iv)*	<a href="#"><u>Fourth Supplemental Indenture, dated as of March 25, 2010 (filed with Duke Energy Corporation's Current Report on Form 8-K, File No. 1-32853, filed March 25, 2010, as Exhibit 4.1)</u></a>
4(a)(3)(v)*	<a href="#"><u>Fifth Supplemental Indenture, dated as of August 25, 2011 (filed with Duke Energy Corporation's Current Report on Form 8-K, File No. 1-32853, filed August 25, 2011, as Exhibit 4.1)</u></a>
4(a)(3)(vi)*	<a href="#"><u>Sixth Supplemental Indenture, dated as of November 17, 2011 (filed with Duke Energy Corporation's Current Report on Form 8-K, File No. 1-32853, filed November 17, 2011, as Exhibit 4.1)</u></a>
4(a)(3)(vii)*	<a href="#"><u>Seventh Supplemental Indenture, dated as of August 16, 2012 (filed with Duke Energy Corporation's Current Report on Form 8-K, File No. 1-32853, filed August 16, 2012, as Exhibit 4.1)</u></a>
4(a)(3)(viii)*	<a href="#"><u>Eighth Supplemental Indenture, dated as of January 14, 2013 (filed with Duke Energy Corporation's Current Report on Form 8-A, File No. 1-32853, filed January 14, 2013, as Exhibit 2)</u></a>
4(a)(3)(ix)*	<a href="#"><u>Ninth Supplemental Indenture, dated as of June 13, 2013 (filed with Duke Energy Corporation's Current Report on Form 8-K, File No. 1-32853, filed June 13, 2013, as Exhibit 4.1)</u></a>
4(a)(3)(x)*	<a href="#"><u>Tenth Supplemental Indenture, dated as of October 11, 2013 (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K, filed October 11, 2013, File No. 1-32853)</u></a>
4(a)(3)(xi)*	<a href="#"><u>Eleventh Supplemental Indenture, dated as of April 4, 2014, (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on April 4, 2014, File No. 1-32853)</u></a>
4(a)(3)(xii)*	<a href="#"><u>Twelfth Supplemental Indenture, dated as of November 19, 2015 (incorporated by reference to Exhibit 4.2 to Duke Energy Corporation's Current Report on Form 8-K filed on November 19, 2015, File No. 1-32853)</u></a>

Exhibit No.	Exhibit
4(a)(3)(xiii)*	<a href="#"><u>Thirteenth Supplemental Indenture, dated as of April 18, 2016, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016, File No. 1-32853)</u></a>
4(a)(3)(xiv)*	<a href="#"><u>Fourteenth Supplemental Indenture, dated as of August 12, 2016, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on August 12, 2016, File No. 1-32853)</u></a>
4(a)(3)(xv)*	<a href="#"><u>Fifteenth Supplemental Indenture, dated as of April 11, 2017, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.2 to Duke Energy Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017, File No. 1-32853)</u></a>
4(a)(3)(xvi)*	<a href="#"><u>Sixteenth Supplemental Indenture, dated as of June 13, 2017, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 2017, File No. 1-32853)</u></a>
4(a)(3)(xvii)*	<a href="#"><u>Seventeenth Supplemental Indenture, dated as of August 10, 2017, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on August 10, 2017, File No. 1-32853)</u></a>
4(a)(3)(xviii)*	<a href="#"><u>Eighteenth Supplemental Indenture, dated as of March 29, 2018, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.2 to Duke Energy Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, File No. 1-32853)</u></a>
4(a)(3)(xix)*	<a href="#"><u>Nineteenth Supplemental Indenture, dated as of May 16, 2018, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018, File No. 1-32853)</u></a>
4(a)(3)(xx)*	<a href="#"><u>Twentieth Supplemental Indenture, dated as of September 17, 2018, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.2 to Duke Energy Corporation's Form 8-A filed September 17, 2018, File No. 1-32853)</u></a>
4(a)(3)(xxi)*	<a href="#"><u>Twenty-First Supplemental Indenture, dated as of March 11, 2019, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on March 11, 2019, File No. 1-32853)</u></a>
4(a)(3)(xxii)*	<a href="#"><u>Twenty-Second Supplemental Indenture, dated as of June 7, 2019, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on June 7, 2019, File No. 1-32853)</u></a>
4(a)(3)(xxiii)*	<a href="#"><u>Twenty-Third Supplemental Indenture, dated as of May 15, 2020, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on May 15, 2020, File No. 1-32853)</u></a>

Exhibit No.	Exhibit
4(a)(3)(xxiv)*	<a href="#"><u>Twenty-Fourth Supplemental Indenture, dated as of September 11, 2020, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.2 to Duke Energy Corporation's Current Report on Form 8-K filed on September 11, 2022, File No. 1-32853)</u></a>
4(a)(3)(xxv)*	<a href="#"><u>Twenty-Fifth Supplemental Indenture, dated as of June 10, 2021, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on June 10, 2021, File No. 1-32853)</u></a>
4(a)(3)(xxvi)*	<a href="#"><u>Twenty-Sixth Supplemental Indenture, dated as of September 28, 2021, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on September 28, 2021, File No. 1-32853)</u></a>
4(a)(3)(xxvii)*	<a href="#"><u>Twenty-Seventh Supplemental Indenture, dated as of June 15, 2022, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on June 16, 2022, File No. 1-32853)</u></a>
4(a)(3)(xxviii)*	<a href="#"><u>Twenty-Eighth Supplemental Indenture, dated as of August 11, 2022, to the indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on August 11, 2022, File No. 1-32853)</u></a>
4(a)(3)(xxix)*	<a href="#"><u>Twenty-ninth Supplemental Indenture, dated as of December 8, 2022, to the Indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on December 8, 2022, File No. 1-32853)</u></a>
4(a)(3)(xxx)*	<a href="#"><u>Thirtieth Supplemental Indenture, dated as of September 8, 2023, to the Indenture, dated as of June 3, 2008, between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on September 8, 2023, File No. 1-32853)</u></a>
4(a)(3)(xxxi)*	<a href="#"><u>Thirty-second Supplemental Indenture, dated as of April 12, 2024, to the indenture, dated as of June 3, 2008, between the Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on April 12, 2024, File No. 1-32853)</u></a>
4(a)(3)(xxxii)*	<a href="#"><u>Thirty-third Supplemental Indenture, dated as of June 7, 2024, to the Indenture, dated as of June 3, 2008, between the Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on June 7, 2024, File No. 1-32853)</u></a>
4(a)(3)(xxxiii)*	<a href="#"><u>Thirty-fourth Supplemental Indenture, dated as of August 22, 2024, between the Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on August 22, 2024, File No. 1-32853)</u></a>

Exhibit No.	Exhibit
4(a)(3)(xxxiv)*	<a href="#">Thirty-fifth Supplemental Indenture, dated as of September 11, 2025, between the Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on September 11, 2025, File No. 1-32853)</a>
4(a)(3)(xxxiv)*	<a href="#">Indenture, dated as of March 12, 2026, by and between Duke Energy Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Corporation's Current Report on Form 8-K filed on March 12, 2026, File No. 1-32853)</a>
4(a)(3)(xxxv)*	<a href="#">Certificate of Designations with respect to the Series A Preferred Stock, dated March 28, 2019 (incorporated by reference to Exhibit 3.1 to Duke Energy Corporation's Current Report on Form 8-K filed on March 29, 2019, File No. 1-32853)</a>
4(a)(3)(xxxvi)*	<a href="#">Certificate of Designations with respect to the Series B Preferred Stock, dated September 11, 2019 (incorporated by reference to Exhibit 3.1 to Duke Energy Corporation's Current Report on Form 8-K filed on September 12, 2019, File No. 1-32853)</a>
4(a)(3)(xxxvii)**	Form of Stock Purchase Contract and Pledge Agreement
5(a)(1)*	<a href="#">Opinion of counsel to Duke Energy Corporation as to legality of the securities (filed as Exhibit 5(a)(1) to the Registration Statement on Form S-3, Registration No. 333-290475)</a>
23(a)(1)*	<a href="#">Consent of Deloitte &amp; Touche LLP, Independent Registered Public Accounting Firm for Duke Energy Corporation (filed as Exhibit 23(a)(1) to the Registration Statement on Form S-3, Registration No. 333-290475)</a>
23(a)(2)*	<a href="#">Consent of counsel to Duke Energy Corporation (included in opinion in Exhibit 5(a)(1) to the Registration Statement on Form S-3, Registration No. 333-290475)</a>
24(a)(1)*	<a href="#">Powers of Attorney of certain officers and directors of Duke Energy Corporation (filed as Exhibit 24(a)(1) to the Registration Statement on Form S-3, Registration No. 333-290475)</a>
25(a)(1)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon Trust Company, N.A. relating to the Duke Energy Corporation Indenture dated as of June 3, 2008 (filed as Exhibit 25(a)(1) to the Registration Statement on Form S-3, Registration No. 333-290475)</a>
107(a)(1)*	<a href="#">Filing Fee Table</a>
<b>Duke Energy Carolinas, LLC</b>	
4(b)(1)*	<a href="#">Senior Indenture between Duke Energy Carolinas, LLC and The Bank of New York Mellon Trust Company, N.A., as successor trustee to JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), dated as of September 1, 1998 (filed with Post-Effective Amendment No. 2 to Form S-3, File No. 333-14209, effective April 1, 1999, as Exhibit 4-D-1)</a>
4(b)(1)(i)*	<a href="#">Fifteenth Supplemental Indenture to Indenture, dated as of April 3, 2006 (filed with Form S-3, File No. 333-146483, as Exhibit 4.4.1)</a>
4(b)(1)(ii)*	<a href="#">Sixteenth Supplemental Indenture to Indenture, dated as of June 5, 2007 (filed with Duke Energy Carolinas, LLC's Current Report on Form 8-K, File No. 1-4928, filed June 6, 2007)</a>
4(b)(2)*	<a href="#">Subordinated Indenture between Duke Energy Carolinas, LLC and The Bank of New York Mellon Trust Company, N.A., as successor trustee to JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), dated as of December 1, 1997 (filed with Post-Effective Amendment No. 1 to Form S-3, File No. 333-14209, effective September 3, 1998, as Exhibit 4-D-2)</a>

Exhibit No.	Exhibit
4(b)(3)*	First and Refunding Mortgage from Duke Energy Carolinas, LLC to The Bank of New York Mellon Trust Company, N.A., successor trustee to Guaranty Trust Company of New York, dated as of December 1, 1927 (filed with Form S-1, File No. 2-7224, effective October 15, 1947, as Exhibit 7(a))
4(b)(3)(i)*	<a href="#"><u>Instrument of Resignation, Appointment and Acceptance among Duke Energy Carolinas, LLC, JPMorgan Chase Bank, N.A., as Trustee, and The Bank of New York Mellon Trust Company, N.A., as Successor Trustee, dated as of September 24, 2007 (Filed with Form S-3, File No. 333-146483, as Exhibit 4.6.1)</u></a>
4(b)(3)(ii)*	Ninth Supplemental Indenture, dated as of February 1, 1949 (filed with Form S-1, File No. 2-7808, effective February 3, 1949, as Exhibit 7(j))
4(b)(3)(iii)*	Twentieth Supplemental Indenture, dated as of June 15, 1964 (filed with Form S-1, File No. 2-25367, effective August 23, 1966, as Exhibit 4-B-20)
4(b)(3)(iv)*	Twenty-third Supplemental Indenture, dated as of February 1, 1968 (filed with Form S-9, File No. 2-31304, effective January 21, 1969, as Exhibit 2-B-26)
4(b)(3)(v)*	Sixtieth Supplemental Indenture, dated as of March 1, 1990 (filed with Duke Energy Carolinas, LLC's Annual Report on Form 10-K for the year ended December 31, 1990, File No.1-4928, as Exhibit 4-B-61)
4(b)(3)(vi)*	Sixty-third Supplemental Indenture, dated as of July 1, 1991 (filed with Form S-3, File No. 33-45501, effective February 13, 1992, as Exhibit 4-B-64)
4(b)(3)(vii)*	<a href="#"><u>Eighty-fourth Supplemental Indenture dated as of March 20, 2006 (Filed with Form S-3, File No. 333-146483, as Exhibit 4.6.9)</u></a>
4(b)(3)(viii)*	<a href="#"><u>Eighty-fifth Supplemental Indenture, dated as of January 10, 2008 (filed with Duke Energy Carolinas, LLC's Current Report on Form 8-K, File No. 1-4928, filed January 11, 2008, as Exhibit 4.1)</u></a>
4(b)(3)(ix)*	<a href="#"><u>Eighty-seventh Supplemental Indenture, dated as of April 14, 2008 (filed with Duke Energy Carolinas, LLC's Current Report on Form 8-K, File No. 1-4928, filed April 15, 2008, as Exhibit 4.1)</u></a>
4(b)(3)(x)*	<a href="#"><u>Eighty-eighth Supplemental Indenture, dated as of November 17, 2008 (filed with Duke Energy Carolinas, LLC's Current Report on Form 8-K, File No. 1-4928, filed November 20, 2008, as Exhibit 4.1)</u></a>
4(b)(3)(xi)*	<a href="#"><u>Ninetieth Supplemental Indenture, dated as of November 19, 2009 (filed with Duke Energy Carolinas, LLC's Current Report on Form 8-K, File No. 1-4928, filed November 19, 2009, as Exhibit 4.1)</u></a>
4(b)(3)(xii)*	<a href="#"><u>Ninety-first Supplemental Indenture, dated as of June 7, 2010 (filed with Duke Energy Carolinas, LLC's Current Report on Form 8-K, File No.1-4928, filed June 7, 2010, as Exhibit 4.1)</u></a>
4(b)(3)(xiii)*	<a href="#"><u>Ninety-third Supplemental Indenture, dated as of May 19, 2011 (filed with Duke Energy Carolinas, LLC's Current Report on Form 8-K, File No.1-4928, filed May 19, 2011, as Exhibit 4.1)</u></a>
4(b)(3)(xiv)*	<a href="#"><u>Ninety-fourth Supplemental Indenture, dated as of December 8, 2011 (filed with Duke Energy Carolinas, LLC's Current Report on Form 8-K, File No. 1-4928, filed December 8, 2011, as Exhibit 4.1)</u></a>
4(b)(3)(xv)*	<a href="#"><u>Ninety-fifth Supplemental Indenture, dated as of September 21, 2012 (filed with Duke Energy Carolinas, LLC's Current Report on Form 8-K, File No. 1-4928, filed September 21, 2012, as Exhibit 4.1)</u></a>

Exhibit No.	Exhibit
4(b)(3)(xvi)*	<a href="#">Ninety-sixth Supplemental Indenture, dated as of March 12, 2015, between Duke Energy Carolinas, LLC and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on March 12, 2015, File No. 1-4928).</a>
4(b)(3)(xvii)*	<a href="#">Ninety-seventh Supplemental Indenture, dated as of March 11, 2016 (incorporated by reference to Exhibit 4.1 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on March 11, 2016, File No. 1-04928).</a>
4(b)(3)(xviii)*	<a href="#">Ninety-eighth Supplemental Indenture, dated as of November 17, 2016, (incorporated by reference to Exhibit 4.1 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on November 17, 2016, File No. 1-4928).</a>
4(b)(3)(xix)*	<a href="#">Ninety-ninth Supplemental Indenture, dated as of November 14, 2017, (incorporated by reference to Exhibit 4.1 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on November 14, 2017, File No. 1-4928).</a>
4(b)(3)(xx)*	<a href="#">One Hundredth Supplemental Indenture, dated as of March 1, 2018 (incorporated by reference to Exhibit 4.1 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on March 1, 2018, File No. 1-4928).</a>
4(b)(3)(xxi)*	<a href="#">One Hundred and first Supplemental Indenture, dated as of November 8, 2018 (incorporated by reference to Exhibit 4.1 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on November 8, 2018, File No. 1-4928).</a>
4(b)(3)(xxii)*	<a href="#">One Hundred and second Supplemental Indenture, dated as of August 14, 2019 (incorporated by reference to Exhibit 4.1 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on August 14, 2019, File No. 1-4928).</a>
4(b)(3)(xxiii)*	<a href="#">One Hundred and third Supplemental Indenture, dated as of January 8, 2020 (incorporated by reference to Exhibit 4.2 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on January 8, 2020, File No. 1-4928).</a>
4(b)(3)(xxiv)*	<a href="#">One Hundred and fourth Supplemental Indenture, dated as of January 8, 2020 (incorporated by reference to Exhibit 4.3 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on January 8, 2020, File No. 1-4928).</a>
4(b)(3)(xxv)*	<a href="#">One Hundred and fifth Supplemental Indenture, dated as of April 1, 2021 (incorporated by reference to Exhibit 4.1 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on April 1, 2021, File No. 1-4928).</a>
4(b)(3)(xxvi)*	<a href="#">One Hundred and sixth Supplemental Indenture, dated as of March 4, 2022 (incorporated by reference to Exhibit 4.1 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on March 4, 2022, File No. 1-4928).</a>
4(b)(3)(xxvii)*	<a href="#">One-hundred and seventh Supplemental Indenture, dated as of January 6, 2023 (incorporated by reference to Exhibit 4.1 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on January 6, 2023, File No. 1-04928).</a>
4(b)(3)(xxviii)*	<a href="#">One-hundred and eighth Supplemental Indenture, dated as of June 15, 2023 (incorporated by reference to Exhibit 4.2 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on June 15, 2023, File No. 1-04928).</a>
4(b)(3)(xxix)*	<a href="#">One-hundred and ninth Supplemental Indenture, dated as of June 15, 2023 (incorporated by reference to Exhibit 4.3 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on June 15, 2023, File No. 1-04928).</a>
4(b)(3)(xxx)*	<a href="#">One-hundred and tenth Supplemental Indenture, dated as of January 5, 2024 (incorporated by reference to Exhibit 4.2 to Duke Energy Carolinas, LLC's Current Report on Form 8-K filed on January 5, 2024, File No. 1-04928).</a>

Exhibit No.	Exhibit
4(b)(3)(xxx1)*	<a href="#">One-hundred and eleventh Supplemental Indenture, dated as of January 5, 2024 (incorporated by reference to Exhibit 4.3 to Duke Energy Carolinas, LLC's Current Report on Form 8-K, filed on January 5, 2024, File No. 1-04928)</a>
4(b)(3)(xxxii)*	<a href="#">One-hundred and twelfth Supplemental Indenture, dated as of January 6, 2025 (incorporated by reference to Exhibit 4.1 to Duke Energy Carolinas, LLC's Current Report on Form 8-K, filed on January 6, 2025, File No. 1-04928)</a>
5(b)(1)*	<a href="#">Opinion of counsel to Duke Energy Carolinas, LLC, as to legality of the securities (filed as Exhibit 5(b)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-05)</a>
23(b)(1)*	<a href="#">Consent of Deloitte &amp; Touche LLP, Independent Registered Public Accounting Firm for Duke Energy Carolinas, LLC (filed as Exhibit 23(b)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-05)</a>
23(b)(2)*	<a href="#">Consent of counsel to Duke Energy Carolinas, LLC (included in opinion in Exhibit 5(b)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-05)</a>
24(b)(1)*	<a href="#">Power of Attorney of certain officers and directors of Duke Energy Carolinas, LLC (included on the signature page of the Registration Statement on Form S-3, Registration No. 333-290475-05)</a>
24(b)(2)	<a href="#">Power of Attorney of certain officers of Duke Energy Carolinas, LLC (included on the signature page of this post-effective amendment)</a>
25(b)(1)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon Trust Company, N.A. relating to the Duke Energy Carolinas, LLC Senior Indenture dated as of September 1, 1998 (filed as Exhibit 25(b)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-05)</a>
25(b)(2)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon Trust Company, N.A. relating to the Duke Energy Carolinas, LLC Subordinated Indenture dated as of December 1, 1997 (filed as Exhibit 25(b)(2) to the Registration Statement on Form S-3, Registration No. 333-290475-05)</a>
25(b)(3)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon Trust Company, N.A. relating to the Duke Energy Carolinas, LLC Mortgage Indenture dated as of December 1, 1927 (filed as Exhibit 25(b)(3) to the Registration Statement on Form S-3, Registration No. 333-290475-05)</a>
107(b)(1)*	<a href="#">Filing Fee Table</a>
<b>Duke Energy Florida, LLC</b>	
4(c)(1)*	Indenture (for First Mortgage Bonds), dated as of January 1, 1944, between Duke Energy Florida, Inc. (formerly, Florida Power Corporation) and The Bank of New York Mellon (as successor to Guaranty Trust Company of New York and The Florida National Bank of Jacksonville), as Trustee (filed as Exhibit B-18 to the Registration Statement on Form A-2, File No. 2-5293)
4(c)(1)(i)*	Seventh Supplemental Indenture (filed as Exhibit 4(b) to Registration Statement on Form S-3, File No. 33-16788, filed on September 27, 1991)
4(c)(1)(ii)*	Eighth Supplemental Indenture (filed as Exhibit 4(c) to Registration Statement on Form S-3, File No. 33-16788, filed on September 27, 1991)
4(c)(1)(iii)*	Sixteenth Supplemental Indenture (filed as Exhibit 4(d) to Registration Statement on Form S-3, File No. 33-16788, filed on September 27, 1991)
4(c)(1)(iv)*	Twenty-ninth Supplemental Indenture (filed as Exhibit 4(c) to Registration Statement on Form S-3, File No. 2-79832, filed on September 17, 1982)

Exhibit No.	Exhibit
4(c)(1)(v)*	<a href="#">Thirty-eighth Supplemental Indenture (filed as exhibit 4(f) to Registration Statement on Form S-3, File No. 33-55273, filed on August 29, 1994)</a>
4(c)(1)(vi)*	<a href="#">Forty-first Supplemental Indenture (filed as Exhibit 4 to Duke Energy Florida, LLC's Current Report on Form 8-K, File No. 1-03274, filed on February 21, 2003)</a>
4(c)(1)(vii)*	<a href="#">Forty-second Supplemental Indenture (filed as Exhibit 4 to Duke Energy Florida, LLC's Quarterly Report on Form 10-Q for the quarter ended June 30, 2003, File No. 1-03274, filed on August 11, 2003)</a>
4(c)(1)(viii)*	<a href="#">Forty-third Supplemental Indenture (filed as Exhibit 4 to Duke Energy Florida, LLC's Current Report on Form 8-K, File No. 1-03274, filed on November 21, 2003)</a>
4(c)(1)(ix)*	<a href="#">Forty-fourth Supplemental Indenture (filed as Exhibit 4.(m) to Duke Energy Florida, LLC's Annual Report on Form 10-K, File No. 1-03274, filed on March 16, 2005)</a>
4(c)(1)(x)*	<a href="#">Forty-sixth Supplemental Indenture (filed as Exhibit 4 to Duke Energy Florida, LLC's Current Report on Form 8-K, File No. 1-03274, filed on September 19, 2007)</a>
4(c)(1)(xi)*	<a href="#">Forty-seventh Supplemental Indenture (filed as Exhibit 4 to Duke Energy Florida, LLC's Current Report on Form 8-K, File No. 1-03274, filed on December 13, 2007)</a>
4(c)(1)(xii)*	<a href="#">Forty-eighth Supplemental Indenture (filed as Exhibit 4 to Duke Energy Florida, LLC's Current Report on Form 8-K, File No. 1-03274, filed on June 18, 2008)</a>
4(c)(1)(xiii)*	<a href="#">Forty-ninth Supplemental Indenture (filed as Exhibit 4 to Duke Energy Florida, LLC's Current Report on Form 8-K, File No. 1-03274, filed on March 25, 2010)</a>
4(c)(1)(xiv)*	<a href="#">Fifty-first Supplemental Indenture (filed as Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K, File No. 1-03274, filed on November 20, 2012)</a>
4(c)(1)(xv)*	<a href="#">Fifty-second Supplemental Indenture, dated as of August 1, 2015 (filed as Exhibit 4(c)(1)(xvi) to the Registration Statement on Form S-3, Registration No. 333-213765-04)</a>
4(c)(1)(xvi)*	<a href="#">Fifty-third Supplemental Indenture (filed as Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K, File No. 1-03274, filed on September 9, 2016)</a>
4(c)(1)(xvii)*	<a href="#">Fifty-fourth Supplemental Indenture (filed as Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K, File No. 1-03274, filed on January 6, 2017)</a>
4(c)(1)(xviii)*	<a href="#">Fifty-fifth Supplemental Indenture, dated as of June 1, 2018, (filed as Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on June 21, 2018, File No. 1-3274).</a>
4(c)(1)(xix)*	<a href="#">Fifty-sixth Supplemental Indenture, dated as of November 1, 2019, (filed as Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on November 26, 2019, File No. 1-3274).</a>
4(c)(1)(xx)*	<a href="#">Fifty-seventh Supplemental Indenture, dated as of June 1, 2020, (filed as Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on June 11, 2020, File No. 1-3274).</a>
4(c)(1)(xxi)*	<a href="#">Fifty-eighth Supplemental Indenture, dated as of November 1, 2021, (filed as Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on December 2, 2021, File No. 1-3274).</a>
4(c)(1)(xxii)*	<a href="#">Fifty-ninth Supplemental Indenture, dated as of November 1, 2022 (incorporated by reference to Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on November 10, 2022, File No. 1-3274)</a>
4(c)(1)(xxiii)*	<a href="#">Sixtieth Supplemental Indenture, dated as of September 1, 2023 (incorporated by reference to Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on September 29, 2023, File No. 1-3274)</a>

Exhibit No.	Exhibit
4(c)(1)(xxiv)*	<a href="#">Sixty-first Supplemental Indenture, dated as of November 1, 2023 (incorporated by reference to Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on November 9, 2023, File No. 1-3274)</a>
4(c)(1)(xxv)*	<a href="#">Sixty-second Supplemental Indenture, dated as of April 1, 2024 (incorporated by reference to Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on April 5, 2024, File No. 1-3274)</a>
4(c)(1)(xxvi)*	<a href="#">Sixty-third Supplemental Indenture, dated as of November 1, 2025 (incorporated by reference to Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on November 26, 2025, File No. 1-3274)</a>
4(c)(1)(xxvii)*	<a href="#">Sixty-fourth Supplemental Indenture, dated as of March 1, 2026 (incorporated by reference to Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on March 17, 2026, File No. 1-3274)</a>
4(c)(1)(xxviii)*	<a href="#">Form of Supplemental Indenture relating to First Mortgage Bonds (filed as Exhibit 4(c)(2) to the Registration Statement on Form S-3, File No. 333-155418, filed on November 18, 2008)</a>
4(c)(2)*	<a href="#">Indenture (for Debt Securities), dated as of December 7, 2005, between Duke Energy Florida, LLC, f/k/a Florida Power Corporation and The Bank of New York Mellon Trust Company, N.A. (successor in interest to J.P. Morgan Trust Company, National Association), as Trustee (filed as Exhibit 4(a) to Duke Energy Florida, LLC's Current Report on Form 8-K dated December 13, 2005, File No. 1-03274)</a>
4(c)(2)(i)*	<a href="#">First Supplemental Indenture, dated as of December 12, 2017, between Duke Energy Florida, LLC and The Bank of New York Mellon Trust Company, N.A. (successor in interest to J.P. Morgan Trust Company, National Association), as Trustee (filed as Exhibit 4.1 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on December 12, 2017, File No. 1-03274)</a>
4(c)(2)(ii)*	<a href="#">Second Supplemental Indenture, dated as of November 26, 2019, between Duke Energy Florida, LLC and The Bank of New York Mellon Trust Company, N.A. (successor in interest to J.P. Morgan Trust Company, National Association), as Trustee (filed as Exhibit 4.2 to Duke Energy Florida, LLC's Current Report on Form 8-K filed on November 26, 2019, File No. 1-03274)</a>
4(c)(3)*	<a href="#">Form of Indenture (for [Subordinated] Debt Securities) (open ended) (filed as Exhibit 4(a)(2) to the Registration Statement on Form S-3, File No. 333-155418, filed on November 18, 2008)</a>
5(c)(1)*	<a href="#">Opinion of counsel to Duke Energy Florida, LLC, as to legality of the securities (filed as Exhibit 5(c)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-04)</a>
23(c)(1)*	<a href="#">Consent of Deloitte &amp; Touche LLP, Independent Registered Public Accounting Firm for Duke Energy Florida, LLC (filed as Exhibit 23(c)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-04)</a>
23(c)(2)*	<a href="#">Consent of counsel to Duke Energy Florida, LLC (included in opinion in Exhibit 5(c)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-04)</a>
24(c)(1)*	<a href="#">Power of Attorney of certain officers and directors of Duke Energy Florida, LLC (included on the signature page of the Registration Statement on Form S-3, Registration No. 333-290475-04)</a>
24(c)(2)	<a href="#">Power of Attorney of certain officers and directors of Duke Energy Florida, LLC (included on the signature page of this post-effective amendment)</a>

Exhibit No.	Exhibit
25(c)(1)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon relating to Duke Energy Florida, LLC Indenture for First Mortgage Bonds, dated as of January 1, 1944 (filed as Exhibit 25(c)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-04)</a>
25(c)(2)**	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon Trust Company, N.A. relating to the Duke Energy Florida, LLC Indenture (for Debt Securities) dated as of December 7, 2005 (filed as Exhibit 25(c)(2) to the Registration Statement on Form S-3, Registration No. 333-290475-04)</a>
25(c)(3)**	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of the Trustee to be named later under an additional form of indenture relating to Debt Securities of Duke Energy Florida, LLC, which is referenced as Exhibit 4(c)(3) above
107(c)(1)*	<a href="#">Filing Fee Table</a>
<b>Duke Energy Indiana, LLC</b>	
4(d)(1)*	<a href="#">Indenture dated as of November 15, 1996, between Duke Energy Indiana, Inc. and The Bank of New York Mellon Trust Company, N.A., as Successor Trustee (filed with Duke Energy Indiana, LLC's Annual Report on Form 10-K for the year ended December 31, 1996, File No. 1-11377, as Exhibit 4.V)</a>
4(d)(1)(i)*	<a href="#">Third Supplemental Indenture dated as of March 15, 1998 (filed with Duke Energy Indiana, LLC's Annual Report on Form 10-K for the year ended December 31, 1997, File No. 1-11377, as Exhibit 4)</a>
4(d)(1)(ii)*	<a href="#">Eighth Supplemental Indenture dated as of September 23, 2003 (filed with Duke Energy Indiana, LLC's Quarterly Report on Form 10-Q for the quarter ended September 30, 2003, File No. 1-3543, as Exhibit 4.2)</a>
4(d)(1)(iii)*	<a href="#">Ninth Supplemental Indenture dated as of October 21, 2005 (filed with Form S-3, File No. 333-169633, effective September 29, 2010, as Exhibit 4.7.3)</a>
4(d)(1)(iv)*	<a href="#">Tenth Supplemental Indenture dated as of June 9, 2006 (filed with Duke Energy Indiana, LLC's Current Report on Form 8-K, File No. 1-3543, filed June 15, 2006, as Exhibit 4.1)</a>
4(d)(2)*	Original Indenture (First Mortgage Bonds) dated September 1, 1939, between Duke Energy Indiana, Inc. and Deutsche Bank National Trust Company, as Successor Trustee (filed as an exhibit in File No. 70-258)
4(d)(2)(i)*	Tenth Supplemental Indenture, dated July 1, 1952 (filed as an exhibit in File No. 2-9687)
4(d)(2)(ii)*	Twenty-third Supplemental Indenture, dated January 1, 1977 (filed as an exhibit in File No. 2-57828)
4(d)(2)(iii)*	Twenty-fifth Supplemental Indenture, dated September 1, 1978 (filed as an exhibit in File No. 2-62543)
4(d)(2)(iv)*	Twenty-sixth Supplemental Indenture, dated September 1, 1978 (filed as an exhibit in File No. 2-62543)
4(d)(2)(v)*	Thirtieth Supplemental Indenture, dated August 1, 1980 (filed as an exhibit in File No. 2-68562)
4(d)(2)(vi)*	Thirty-fifth Supplemental Indenture, dated March 30, 1984 (filed as an exhibit to Duke Energy Indiana, LLC's Annual Report on Form 10-K for the year ended December 31, 1984, File No. 1-3543)
4(d)(2)(vii)*	Forty-sixth Supplemental Indenture, dated June 1, 1990 (filed as an exhibit to Duke Energy Indiana, LLC's Annual Report on Form 10-K for the year ended December 31, 1991, File No. 1-3543)

Exhibit No.	Exhibit
4(d)(2)(viii)*	Forty-seventh Supplemental Indenture, dated July 15, 1991 (filed as an exhibit to Duke Energy Indiana, LLC's Annual Report on Form 10-K for the year ended December 31, 1991, File No. 1-3543)
4(d)(2)(ix)*	Forty-eighth Supplemental Indenture, dated July 15, 1992 (filed as an exhibit to Duke Energy Indiana, LLC's Annual Report on Form 10-K for the year ended December 31, 1992, File No. 1-3543)
4(d)(2)(x)*	<a href="#">Fifty-second Supplemental Indenture, dated April 30, 1999 (filed with Duke Energy Indiana, LLC's Quarterly Report on Form 10-Q for the quarter ended March 31, 1999, File No. 1-3543, as Exhibit 4)</a>
4(d)(2)(xi)*	<a href="#">Fifty-seventh Supplemental Indenture, dated as of August 21, 2008 (filed with Duke Energy Indiana, LLC's Current Report on Form 8-K, File No. 1-3543, filed August 21, 2008, as Exhibit 4.1)</a>
4(d)(2)(xii)*	<a href="#">Fifty-eighth Supplemental Indenture, dated as of December 19, 2008 (filed with Duke Energy Indiana, LLC's Current Report on Form S-3, File No. 333-169633-02, effective September 29, 2010, as Exhibit 4.8.12)</a>
4(d)(2)(xiii)*	<a href="#">Fifty-ninth Supplemental Indenture, dated as of March 23, 2009 (filed with Duke Energy Indiana, LLC's Current Report on Form 8-K, File No. 1-3543, filed March 24, 2009, as Exhibit 4.1)</a>
4(d)(2)(xiv)*	<a href="#">Sixtieth Supplemental Indenture, dated as of June 1, 2009 (filed with Form S-3, File No. 333-169633-02, effective September 29, 2010, as Exhibit 4.8.14)</a>
4(d)(2)(xv)*	<a href="#">Sixty-first Supplemental Indenture, dated as of October 1, 2009 (filed with Form S-3, File No. 333-169633-02, effective September 29, 2010, as Exhibit 4.8.15)</a>
4(d)(2)(xvi)*	<a href="#">Sixty-second Supplemental Indenture, dated as of July 9, 2010 (filed with Duke Energy Indiana, LLC's Current Report on Form 8-K, File No. 1-3543, filed July 9, 2010, as Exhibit 4.1)</a>
4(d)(2)(xvii)*	<a href="#">Sixty-third Supplemental Indenture, dated as of September 23, 2010 (filed with Form S-3, File No. 333-169633-02, effective September 29, 2010, as Exhibit 4.8.17)</a>
4(d)(2)(xviii)*	<a href="#">Sixty-fourth Supplemental Indenture, dated as of December 1, 2011 (filed with Form S-3, File No. 333-191462-03, effective September 30, 2013, as Exhibit 4(d)(2)(xviii))</a>
4(d)(2)(xix)*	<a href="#">Sixty-fifth Supplemental Indenture, dated as of March 15, 2012 (filed with Duke Energy Indiana, LLC's Current Report on Form 8-K, File No. 1-3543, filed March 15, 2012, as Exhibit 4.1)</a>
4(d)(2)(xx)*	<a href="#">Sixty-sixth Supplemental Indenture, dated as of July 11, 2013 (filed with Duke Energy Indiana, LLC's Current Report on Form 8-K, File No. 1-3543, filed July 11, 2013, as Exhibit 4.1)</a>
4(d)(2)(xxi)*	<a href="#">Sixty-seventh Supplemental Indenture, dated as of January 1, 2016, between Duke Energy Indiana, Inc. and Deutsche Bank National Trust Company, as Trustee, supplementing and amending the Indenture of Mortgage or Deed of Trust, dated September 1, 1939, between Duke Energy Indiana, Inc. and Deutsche Bank National Trust Company, as Trustee (incorporated by reference to Exhibit 4.2 to Duke Energy Indiana, LLC's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016, File No. 1-3543)</a>
4(d)(2)(xxii)*	<a href="#">Sixty-eighth Supplemental Indenture, dated as of May 12, 2016 (incorporated by reference to Exhibit 4.1 to Duke Energy Indiana, LLC's Current Report on Form 8-K filed on May 12, 2016, File No. 1-3543)</a>
4(d)(2)(xxiii)*	<a href="#">Sixty-ninth Supplemental Indenture, dated as of September 27, 2019 (incorporated by reference to Exhibit 4.1 to Duke Energy Indiana, LLC's Current Report on Form 8-K filed on September 27, 2019, File No. 1-3543)</a>

Exhibit No.	Exhibit
4(d)(2)(xxiv)*	<a href="#">Seventieth Supplemental Indenture, dated as of March 12, 2020 (incorporated by reference to Exhibit 4.1 to Duke Energy Indiana, LLC's Current Report on Form 8-K filed on March 12, 2020, File No. 1-3543)</a>
4(d)(2)(xxv)*	<a href="#">Seventy-first Supplemental Indenture, dated as of March 23, 2023 (incorporated by reference to Exhibit 4.1 to Duke Energy Indiana, LLC's Current Report on Form 8-K filed on March 23, 2023, File No. 1-3543)</a>
4(d)(2)(xxvi)*	<a href="#">Seventy-second Supplemental Indenture, dated as of March 1, 2024 (incorporated by reference to Exhibit 4.1 to Duke Energy Indiana, LLC's Current Report on Form 8-K filed on March 1, 2024, File No. 1-3543)</a>
4(d)(2)(xxvii)*	<a href="#">Seventy-third Supplemental Indenture, dated as of March 15, 2025 (incorporated by reference to Exhibit 4.1 to Duke Energy Indiana, LLC's Current Report on Form 8-K filed on March 15, 2025, File No. 1-3543)</a>
4(d)(2)(xxviii)*	<a href="#">Seventy-fourth Supplemental Indenture, dated as of March 6, 2026 (incorporated by reference to Exhibit 4.1 to Duke Energy Indiana, LLC's Current Report on Form 8-K filed on March 6, 2026, File No. 1-3543)</a>
5(d)(1)*	<a href="#">Opinion of counsel to Duke Energy Indiana, LLC, as to legality of the securities (filed as Exhibit 5(d)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-03)</a>
23(d)(1)*	<a href="#">Consent of Deloitte &amp; Touche LLP, Independent Registered Public Accounting Firm for Duke Energy Indiana, LLC (filed as Exhibit 23(d)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-03)</a>
23(d)(2)*	<a href="#">Consent of counsel to Duke Energy Indiana, LLC (included in opinion in Exhibit 5(d)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-03)</a>
24(d)(1)*	<a href="#">Power of Attorney of certain officers and directors of Duke Energy Indiana, LLC (included on the signature page of the Registration Statement on Form S-3, Registration No. 333-290475-03)</a>
24(d)(2)	<a href="#">Power of Attorney of certain officers of Duke Energy Indiana, LLC (included on the signature page of this post-effective amendment)</a>
25(d)(1)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of Deutsche Bank National Trust Company relating to Mortgage Indenture of Duke Energy Indiana, Inc. (filed as Exhibit 25(d)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-03)</a>
25(d)(2)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon Trust Company, N.A. relating to the Duke Energy Indiana, LLC Debenture Indenture, dated as of November 15, 1996. (filed as Exhibit 25(d)(2) to the Registration Statement on Form S-3, Registration No. 333-290475-03)</a>
107(d)(1)*	<a href="#">Filing Fee Table</a>
<b>Duke Energy Ohio, Inc.</b>	
4(e)(1)*	<a href="#">Indenture (Unsecured Debt Securities) between Duke Energy Ohio, Inc. and The Bank of New York Mellon Trust Company, N.A., as Successor Trustee, dated as of May 15, 1995 (filed with Form 8-A of Duke Energy Ohio, Inc., File No. 1-1232, on July 27, 1995, as Exhibit 3)</a>
4(e)(1)(i)*	<a href="#">First Supplemental Indenture, dated as of June 1, 1995 (filed with Duke Energy Ohio, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 1995, File No. 1-1232, as Exhibit 4.B)</a>
4(e)(1)(ii)*	<a href="#">Seventh Supplemental Indenture, dated as of June 15, 2003 (filed with Duke Energy Ohio, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2003, File No. 1-1232, as Exhibit 4.1)</a>

Exhibit No.	Exhibit
4(e)(2)*	Original Indenture (First Mortgage Bonds) between Duke Energy Ohio, Inc. and The Bank of New York Mellon Trust Company, N.A., as Successor Trustee, dated as of August 1, 1936 (filed as an exhibit to Registration Statement No. 2-2374)
4(e)(2)(i)*	<a href="#">Fortieth Supplemental Indenture, dated as of March 23, 2009 (filed with Duke Energy Ohio, Inc.'s Current Report on Form 8-K, File No. 1-1232, filed March 24, 2009, as Exhibit 4.1)</a>
4(e)(2)(ii)*	<a href="#">Forty-second Supplemental Indenture, dated as of September 6, 2013 (filed with Duke Energy Ohio, Inc.'s Current Report on Form 8-K, File No. 1-1232, filed September 6, 2013, as Exhibit 4.1)</a>
4(e)(2)(iii)*	<a href="#">Forty-fourth Supplemental Indenture, dated as of June 23, 2016 (incorporated by reference to Exhibit 4.1 to Duke Energy Ohio, Inc.'s Current Report on Form 8-K filed on June 23, 2016, File No. 1-1232)</a>
4(e)(2)(iv)*	<a href="#">Forty-fifth Supplemental Indenture, dated as of March 27, 2017 (incorporated by reference to Exhibit 4.1 to Duke Energy Ohio, Inc.'s Current Report on Form 8-K filed on March 27, 2017, File No. 1-01232)</a>
4(e)(2)(v)*	<a href="#">Forty-sixth Supplemental Indenture, dated as of January 8, 2019, (incorporated by reference to Exhibit 4.1 to Duke Energy Ohio, Inc.'s Current Report on Form 8-K filed on January 8, 2019, File No. 1-1232)</a>
4(e)(2)(vi)*	<a href="#">Forty-seventh Supplemental Indenture, dated as of May 21, 2021, (incorporated by reference to Exhibit 4.1 to Duke Energy Ohio, Inc.'s Current Report on Form 8-K filed on May 21, 2021, File No. 1-1232)</a>
4(e)(2)(vii)*	<a href="#">Forty-eighth Supplemental Indenture, dated as of March 22, 2023 (incorporated by reference to Exhibit 4.1 to Duke Energy Ohio, Inc.'s Current Report on Form 8-K filed on March 22, 2023, File No. 1-1232)</a>
4(e)(2)(viii)*	<a href="#">Forty-ninth Supplemental Indenture, dated as of March 14, 2024 (incorporated by reference to Exhibit 4.1 to Duke Energy Ohio, Inc.'s Current Report on Form 8-K filed on March 14, 2024, File No. 1-1232)</a>
4(e)(2)(ix)*	<a href="#">Fiftieth Supplemental Indenture, dated as of June 5, 2025 (incorporated by reference to Exhibit 4.1 to Duke Energy Ohio, Inc.'s Current Report on Form 8-K filed on June 5, 2025, File No. 1-1232)</a>
5(e)(1)*	<a href="#">Opinion of counsel to Duke Energy Ohio, Inc., as to legality of the securities (filed as Exhibit 5(e)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-02)</a>
23(e)(1)*	<a href="#">Consent of Deloitte &amp; Touche LLP, Independent Registered Public Accounting Firm for Duke Energy Ohio, Inc. (filed as Exhibit 23(e)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-02)</a>
23(e)(2)*	<a href="#">Consent of counsel to Duke Energy Ohio, Inc. (included in opinion in Exhibit 5(e)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-02)</a>
24(e)(1)*	<a href="#">Power of Attorney of certain officers and directors of Duke Energy Ohio, Inc. (included on the signature page of the Registration Statement on Form S-3, Registration No. 333-290475-02)</a>
24(e)(2)	<a href="#">Power of Attorney of certain officers of Duke Energy Ohio, Inc. (included on the signature page of this post-effective amendment)</a>
25(e)(1)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon Trust Company, N.A. relating to the Duke Energy Ohio, Inc. Debenture Indenture, dated as of May 15, 1995 (filed as Exhibit 25(e)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-02)</a>

Exhibit No.	Exhibit
25(c)(2)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon Trust Company, N.A, relating to the Duke Energy Ohio, Inc. Mortgage Indenture, dated as of August 1, 1936 (filed as Exhibit 25(c)(2) to the Registration Statement on Form S-3, Registration No. 333-290475-02)</a>
107(e)(1)*	<a href="#">Filing Fee Table</a>
<b>Duke Energy Progress, LLC</b>	
4(f)(1)*	Mortgage and Deed of Trust dated as of May 1, 1940 between Duke Energy Progress, Inc. (formerly, Carolina Power & Light Company) and The Bank of New York Mellon (formerly, Irving Trust Company) and Frederick G. Herbst (Tina D. Gonzalez, successor), as Trustees
4(f)(1)(i)*	First through Fifth Supplemental Indentures thereto (Exhibit 2(b), File No. 2-64189); the Sixth through Sixty-sixth Supplemental Indentures (Exhibit 2(b)-5, File No. 2-16210; Exhibit 2(b)-6, File No. 2-16210; Exhibit 4(b)-8, File No. 2-19118; Exhibit 4(b)-2, File No. 2-22439; Exhibit 4(b)-2, File No. 2-24624; Exhibit 2(c), File No. 2-27297; Exhibit 2(c), File No. 2-30172; Exhibit 2(c), File No. 2-35694; Exhibit 2(c), File No. 2-37505; Exhibit 2(c), File No. 2-39002; Exhibit 2(c), File No. 2-41738; Exhibit 2(c), File No. 2-43439; Exhibit 2(c), File No. 2-47751; Exhibit 2(c), File No. 2-49347; Exhibit 2(c), File No. 2-53113; Exhibit 2(d), File No. 2-53113; Exhibit 2(c), File No. 2-59511; Exhibit 2(c), File No. 2-61611; Exhibit 2(d), File No. 2-64189; Exhibit 2(c), File No. 2-65514; Exhibits 2(c) and 2(d), File No. 2-66851; Exhibits 4(b)-1, 4(b)-2, and 4(b)-3, File No. 2-81299; Exhibits 4(c)-1 through 4(c)-8, File No. 2-95505; Exhibits 4(b) through 4(h), File No. 33-25560; Exhibits 4(b) and 4(c), File No. 33-33431; Exhibits 4(b) and 4(c), File No. 33-38298; Exhibits 4(h) and 4(i), File No. 33-42869; Exhibits 4(e)-(g), File No. 33-48607; Exhibits 4(e) and 4(f), File No. 33-55060; Exhibits 4(e) and 4(f), File No. 33-60014; Exhibits 4(a) and 4(b) to Post-Effective Amendment No. 1, File No. 33-38349; Exhibit 4(e), File No. 33-50597; <a href="#">Exhibit 4(e) and 4(f) to the Registration Statement on Form S-3, File No. 33-57835, filed with the SEC on February 24, 1995; Exhibit to Duke Energy Progress, LLC's Current Report on Form 8-K dated August 28, 1997, File No. 1-3382; Exhibit 4(b) to the Registration Statement on Form S-3, File No. 333-69237, filed on December 18, 1998; and Exhibit 4(c) to Duke Energy Progress, LLC's Current Report on Form 8-K dated March 19, 1999, File No. 1-3382)</a>
4(f)(1)(ii)*	<a href="#">Seventy-second Supplemental Indenture (filed as Exhibit 4 to Duke Energy Progress, LLC's Current Report on Form 8-K dated September 12, 2003, File No. 1-3382)</a>
4(f)(1)(iii)*	<a href="#">Seventy-third Supplemental Indenture (filed as Exhibit 4 to Duke Energy Progress, LLC's Current Report on Form 8-K dated March 22, 2005, File No. 1-3382)</a>
4(f)(1)(iv)*	<a href="#">Seventy-fourth Supplemental Indenture (filed as Exhibit 4 to Duke Energy Progress, LLC's Current Report on Form 8-K dated November 30, 2005, File No. 1-3382)</a>
4(f)(1)(v)*	<a href="#">Seventy-fifth Supplemental Indenture (filed as Exhibit 4 to Duke Energy Progress, LLC's Current Report on Form 8-K dated March 13, 2008, File No. 1-3382)</a>
4(f)(1)(vi)*	<a href="#">Seventy-sixth Supplemental Indenture (filed as Exhibit 4 to Duke Energy Progress, LLC's Current Report on Form 8-K dated January 15, 2009, File No. 1-3382)</a>
4(f)(1)(viii)*	<a href="#">Seventy-seventh Supplemental Indenture (filed as Exhibit 4 to Duke Energy Progress, LLC's Current Report on Form 8-K dated June 23, 2009, File No. 1-3382)</a>
4(f)(1)(ix)*	<a href="#">Seventy-eighth Supplemental Indenture (filed as Exhibit 4 to Duke Energy Progress, LLC's Current Report on Form 8-K dated September 15, 2011, File No. 1-3382)</a>
4(f)(1)(x)*	<a href="#">Seventy-ninth Supplemental Indenture (filed as Exhibit 4 to Duke Energy Progress, LLC's Current Report on Form 8-K dated May 18, 2012, File No. 1-3382)</a>
4(f)(1)(xi)*	<a href="#">Eightieth Supplemental Indenture (filed as Exhibit 4.1 to Duke Energy Progress, LLC's Current Report on Form 8-K dated March 12, 2013, File No. 1-3382)</a>

Exhibit No.	Exhibit
4(f)(1)(xii)*	<a href="#">Eighty-second Supplemental Indenture, dated as of March 1, 2014, between the Company and The Bank of New York Mellon (formerly Irving Trust Company) and Tina D. Gonzalez (successor to Frederick G. Herbst) and forms of global notes (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC's Current Report on Form 8-K filed on March 6, 2014, File No. 1-3382)</a>
4(f)(1)(xiii)*	<a href="#">Eighty-third Supplemental Indenture, dated as of November 1, 2014, between the Company and The Bank of New York Mellon (formerly Irving Trust Company) and Tina D. Gonzalez (successor to Frederick G. Herbst) and forms of global notes (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC's Current Report on Form 8-K filed on November 20, 2014, File No. 1-3382)</a>
4(f)(1)(xiv)*	<a href="#">Eighty-fourth Supplemental Indenture, dated as of August 1, 2015 (filed as Exhibit 4(f)(1)(xiii) to the Registration Statement on Form S-3, Registration No. 333-290475-01)</a>
4(f)(1)(xv)*	<a href="#">Eighty-fifth Supplemental Indenture, dated as of August 1, 2015, (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC's Current Report on Form 8-K filed on August 13, 2015, File No. 1-3382).</a>
4(f)(1)(xvi)*	<a href="#">Eighty-sixth Supplemental Indenture, dated as of September 1, 2016 (filed as Exhibit 4.1 to Duke Energy Progress, LLC's Current Report Form 8-K, filed on September 16, 2016, File No. 1-3382).</a>
4(f)(1)(xvii)*	<a href="#">Eighty-seventh Supplemental Indenture, dated as of September 1, 2017 (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC's Current Report on Form 8-K filed on September 8, 2017, File No. 1-3382).</a>
4(f)(1)(xviii)*	<a href="#">Eighty-eighth Supplemental Indenture, dated as of August 1, 2018 (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC's Current Report on Form 8-K filed on August 9, 2018, File No. 1-3382).</a>
4(f)(1)(xix)*	<a href="#">Eighty-ninth Supplemental Indenture, dated as of March 1, 2019 (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC's Current Report on Form 8-K filed on March 7, 2019, File No. 1-3382).</a>
4(f)(1)(xx)*	<a href="#">Ninetieth Supplemental Indenture, dated as of August 1, 2020 (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC's Current Report on Form 8-K filed on August 20, 2020, File No. 1-3382).</a>
4(f)(1)(xxi)*	<a href="#">Ninety-first Supplemental Indenture, dated as of August 1, 2021 (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC's Current Report on Form 8-K filed on August 12, 2021, File No. 1-3382).</a>
4(f)(1)(xxii)*	<a href="#">Ninety-second Supplemental Indenture, dated as of March 1, 2022 (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC's Current Report on Form 8-K filed on March 17, 2022, File No. 1-3382).</a>
4(f)(1)(xxiii)*	<a href="#">Ninety-fourth Supplemental Indenture, dated as of March 1, 2023 (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC 's Current Report on Form 8-K filed on March 9, 2023, File No. 1-3382).</a>
4(f)(1)(xxiv)*	<a href="#">Ninety-fifth Supplemental Indenture, dated as of March 1, 2024 (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC 's Current Report on Form 8-K filed on March 14, 2024, File No. 1-3382).</a>
4(f)(1)(xxv)*	<a href="#">Ninety-sixth Supplemental Indenture, dated as of March 1, 2025 (incorporated by reference to Exhibit 4.1 to Duke Energy Progress, LLC 's Current Report on Form 8-K filed on March 6, 2025, File No. 1-3382).</a>
4(f)(1)(xxvi)*	<a href="#">Form of Supplemental Indenture relating to First Mortgage Bonds (filed as Exhibit 4(b)(4) to the Registration Statement on Form S-3, Registration No. 333-179835-02).</a>

Exhibit No.	Exhibit
4(f)(2)*	<a href="#">Indenture (for Debt Securities), dated as of October 28, 1999, between Duke Energy Progress, Inc. (formerly, Carolina Power &amp; Light Company) and The Bank of New York Mellon (successor in interest to The Chase Manhattan Bank), as Trustee (filed as Exhibit 4(a) to Duke Energy Progress, LLC's Current Report on Form 8-K dated November 5, 1999, File No. 1-3382)</a>
4(f)(3)*	<a href="#">Indenture (for [Subordinated] Debt Securities) (open ended) (filed as Exhibit 4(a)(2) to the Registration Statement on Form S-3, File No. 333-155418, filed on November 18, 2008)</a>
5(f)(1)*	<a href="#">Opinion of counsel to Duke Energy Progress, LLC, as to legality of the securities (filed as Exhibit 5(f)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-01)</a>
23(f)(1)*	<a href="#">Consent of Deloitte &amp; Touche LLP, Independent Registered Public Accounting Firm for Duke Energy Progress, LLC (filed as Exhibit 23(f)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-01)</a>
23(f)(2)*	<a href="#">Consent of counsel to Duke Energy Progress, LLC (included in opinion in Exhibit 5(f)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-01)</a>
24(f)(1)*	<a href="#">Power of Attorney of certain officers and directors of Duke Energy Progress, LLC (included on the signature page of the Registration Statement on Form S-3, Registration No. 333-290475-01)</a>
24(f)(2)	<a href="#">Power of Attorney of certain officers and directors of Duke Energy Progress, LLC (included on the signature page of this post-effective amendment)</a>
25(f)(1)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon, as Trustee under the Duke Energy Progress, LLC Mortgage, dated as of May 1, 1940 (filed as Exhibit 25(f)(1) to the Registration Statement on Form S-3, Registration No. 333-290475-01)</a>
25(f)(2)*	<a href="#">Form T-2 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of Christie Leppert, as Trustee under Duke Energy Progress, LLC Mortgage, dated as of May 1, 1940 (filed as Exhibit 25(f)(2) to the Registration Statement on Form S-3, Registration No. 333-290475-01)</a>
25(f)(3)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon as Trustee under the Duke Energy Progress, LLC Indenture (For Debt Securities), dated as of October 28, 1999 (filed as Exhibit 25(f)(3) to the Registration Statement on Form S-3, Registration No. 333-290475-01)</a>
25(f)(4)*	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of the Trustee (to be named later) under Duke Energy Progress, LLC form of indenture referenced as exhibit 4(f)(3) above for [Subordinated] Debt Securities</a>
107(f)(1)*	<a href="#">Filing Fee Table</a>
<b>Piedmont Natural Gas Company, Inc.</b>	
4(g)(1)*	<a href="#">Indenture, dated as of April 1, 1993, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (as successor trustee to Citibank, N.A.) (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form S-3, Registration No. 33-59369)</a>
4(g)(1)(i)*	<a href="#">Second Supplemental Indenture, dated as of June 15, 2003, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.3 to the Registration Statement on Form S-3, Registration No. 333-106268)</a>

Exhibit No.	Exhibit
4(g)(1)(ii)*	<a href="#"><u>Third Supplemental Indenture, dated as of June 20, 2006, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to Piedmont Natural Gas Company, Inc.'s Current Report on Form 8-K dated June 20, 2006, File No. 1-6196)</u></a>
4(g)(1)(iii)*	<a href="#"><u>Fourth Supplemental Indenture, dated as of May 6, 2011, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.2 to the Registration Statement on Form S-3, Registration No. 333-175386)</u></a>
4(g)(1)(iv)*	<a href="#"><u>Fifth Supplemental Indenture, dated August 1, 2013, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to Piedmont Natural Gas Company, Inc.'s Current Report on Form 8-K filed on August 1, 2013, File No. 1-6196)</u></a>
4(g)(1)(v)*	<a href="#"><u>Sixth Supplemental Indenture, dated September 18, 2014, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to Piedmont Natural Gas Company, Inc.'s Current Report on Form 8-K filed on September 18, 2014, File No. 1-6196)</u></a>
4(g)(1)(vi)*	<a href="#"><u>Seventh Supplemental Indenture, dated September 14, 2015, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to Piedmont Natural Gas Company, Inc.'s Current Report on Form 8-K filed on September 14, 2015, File No. 1-6196)</u></a>
4(g)(1)(vii)*	<a href="#"><u>Eighth Supplemental Indenture, dated July 28, 2016, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to Piedmont Natural Gas Company, Inc.'s Current Report on Form 8-K filed on July 28, 2016, File No. 1-6196)</u></a>
4(g)(1)(viii)*	<a href="#"><u>Ninth Supplemental Indenture, dated May 24, 2019, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to Piedmont Natural Gas Company, Inc.'s Current Report on Form 8-K filed on May 24, 2019, File No. 1-6196)</u></a>
4(g)(1)(ix)*	<a href="#"><u>Tenth Supplemental Indenture, dated May 21, 2020, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to Piedmont Natural Gas Company, Inc.'s Current Report on Form 8-K filed May 21, 2020, File No. 1-6196)</u></a>
4(g)(1)(x)*	<a href="#"><u>Eleventh Supplemental Indenture, dated March 11, 2021, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to Piedmont Natural Gas Company, Inc.'s Current Report on Form 8-K filed on March 11, 2021, File No. 1-6196)</u></a>
4(g)(1)(xi)*	<a href="#"><u>Twelfth Supplemental Indenture, dated May 13, 2022, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to Piedmont Natural Gas Company, Inc.'s Current Report on Form 8-K filed on May 13, 2022, File No. 1-6196)</u></a>
4(g)(1)(xii)*	<a href="#"><u>Thirteenth Supplemental Indenture, dated June 8, 2023, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to Piedmont Natural Gas Company, Inc.'s Current Report on Form 8-K filed on June 8, 2023, File No. 1-6196)</u></a>
4(g)(1)(xiii)*	<a href="#"><u>Fourteenth Supplemental Indenture, dated August 14, 2024, between Piedmont Natural Gas Company, Inc. and The Bank of New York Mellon Trust Company, N.A. (incorporated by reference to Exhibit 4.1 to Piedmont Natural Gas Company, Inc.'s Current Report on Form 8-K filed August 14, 2024, File No. 1-6196)</u></a>
4(g)(1)(xiv)**	Indenture (for [Subordinated] Debt Securities) (open ended)

<u>Exhibit No.</u>	<u>Exhibit</u>
5(g)(1)	<a href="#"><u>Opinion of counsel to Piedmont Natural Gas Company, Inc. regarding the validity of the securities being registered</u></a>
23(g)(1)	<a href="#"><u>Consent of Deloitte &amp; Touche LLP</u></a>
23(g)(2)	<a href="#"><u>Consent of counsel to Piedmont Natural Gas Company, Inc. (included in Exhibit 5.1)</u></a>
24(g)(1)	<a href="#"><u>Power of Attorney of certain officers and directors of Piedmont Natural Gas Company, Inc. (included on the signature page of this registration statement)</u></a>
25(g)(1)	<a href="#"><u>Statement of Eligibility of the Trustee under the Trust Indenture Act of 1939 on Form T-1 with respect to the Senior Indenture</u></a>
25(g)(2)**	Statement of Eligibility of the Trustee under the Trust Indenture Act of 1939 on Form T-1 with respect to the Subordinated Indenture
107(g)(1)	<a href="#"><u>Filing Fee Table</u></a>

\* Previously filed and incorporated herein by reference.

\*\* To be incorporated by reference to a subsequent filing in accordance with Section 305(b)(2) of the Trust Indenture Act of 1939, as amended.

## SIGNATURES

**Duke Energy Corporation**

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 Post-Effective Amendment No. 1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, State of North Carolina, on May 4, 2026.

**DUKE ENERGY CORPORATION**By: /s/ HARRY K. SIDERIS

Name: Harry K. Sideris

Title: *President and Chief Executive Officer*

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 1 has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ HARRY K. SIDERIS</u> Harry K. Sideris	Director, President and Chief Executive Officer (Principal Executive Officer)	May 4, 2026
<u>*</u> Brian D. Savoy	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	May 4, 2026
<u>/s/ ABIGAIL L. MOTSINGER</u> Abigail L. Motsinger	Senior Vice President, Chief Accounting Officer and Controller (Principal Accounting Officer)	May 4, 2026

## Majority of Directors:

<u>*</u> Derrick Burks	Director	May 4, 2026
<u>*</u> Annette K. Clayton	Director	May 4, 2026
<u>*</u> Theodore F. Craver, Jr.	Director	May 4, 2026
<u>*</u> Robert M. Davis	Director	May 4, 2026
<u>*</u> Caroline D. Dorsa	Director	May 4, 2026

Signature	Title	Date
* _____ W. Roy Dunbar	Director	May 4, 2026
* _____ Nicholas C. Fanandakis	Director	May 4, 2026
* _____ Jeffrey B. Guldner	Director	May 4, 2026
* _____ John T. Herron	Director	May 4, 2026
* _____ Idalene Fay Kesner	Director	May 4, 2026
* _____ E. Marie McKee	Director	May 4, 2026
* _____ Michael J. Pacilio	Director	May 4, 2026
* _____ Thomas E. Skains	Director	May 4, 2026
* _____ William E. Webster, Jr.	Director	May 4, 2026

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

By: /s/ ELIZABETH H. JONES  
 \_\_\_\_\_  
*Attorney-in-Fact*  
 May 4, 2026













525 South Tryon Street  
Charlotte, North Carolina 28202  
May 4, 2026

Board of Directors  
Piedmont Natural Gas Company, Inc.  
525 South Tryon Street  
Charlotte, North Carolina 28202

Dear Ladies and Gentlemen:

I am employed by Duke Energy Business Services LLC, the service company subsidiary of Duke Energy Corporation, and in that capacity I provide legal counsel to Duke Energy Corporation and its affiliates, including Piedmont Natural Gas Company, Inc., a North Carolina corporation (the "Company"). I am a member in good standing of the North Carolina State Bar.

I have advised the Company in connection with the filing of a Post-Effective Amendment No.1 to a Registration Statement on Form S-3 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), filed with the Securities and Exchange Commission on May 4, 2026. The Registration Statement relates to the proposed issuance and sale from time to time pursuant to Rule 415 under the Securities Act of an indeterminate amount of debt securities in the form of senior notes and subordinated notes, together the "Securities." For this purpose, I have examined such company records and other documents, and have made such investigations of law as I have considered necessary or appropriate for the purposes of this opinion.

Based upon the foregoing, I am of the opinion that the issuance of the Securities has been duly authorized by the Company and when the terms of each specific series of Securities have been established in accordance with the instruments governing such Securities and approved and authorized (including any necessary regulatory approvals), and when the Securities of each series have been duly executed by the Company and authenticated as provided in the instruments governing such Securities and duly paid for and delivered pursuant to a sale in the manner described in the Registration Statement relating to the Securities filed under the Act, including the prospectus and any prospectus supplement relating to such series, the Securities will be binding obligations of the Company, enforceable against the Company in accordance with their terms (except as the validity or enforcement of any agreements or instruments may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity, regardless of whether enforceability is considered in a proceeding in equity or at law).

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to me under the caption "Validity of the Securities" in the prospectus forming a part of the Registration Statement. In giving such consent, I do not thereby concede that I am included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

/s/ Elizabeth H. Jones  
Elizabeth H. Jones

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Post-Effective Amendment No.1 to Registration Statement No.333-290475-06 on Form S-3 of our report dated February 26, 2026, relating to the consolidated financial statements of Piedmont Natural Gas Company, Inc. and subsidiaries ("Piedmont") appearing in the Annual Report on Form 10-K of Piedmont for the year ended December 31, 2025. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Deloitte & Touche LLP  
Charlotte, North Carolina  
May 4, 2026

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

FORM T-1

STATEMENT OF ELIGIBILITY  
UNDER THE TRUST INDENTURE ACT OF 1939 OF A  
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE  
ELIGIBILITY OF A TRUSTEE PURSUANT TO  
SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.  
(Exact name of trustee as specified in its charter)

(Jurisdiction of incorporation if not a U.S. national bank)	95-3571558 (I.R.S. employer identification no.)
333 South Hope Street Suite 2525 Los Angeles, California (Address of principal executive offices)	90071 (Zip code)

Piedmont Natural Gas Company, Inc.  
(Exact name of obligor as specified in its charter)

North Carolina (State or other jurisdiction of incorporation or organization)	56-0556998 (I.R.S. employer identification no.)
525 South Tryon Street Charlotte, North Carolina (Address of principal executive offices)	28202 (Zip code)

Senior Debt Securities  
(Title of the indenture securities)

**1. General information. Furnish the following information as to the trustee:**

**(a) Name and address of each examining or supervising authority to which it is subject.**

Name	Address
Comptroller of the Currency United States Department of the Treasury	Washington, DC 20219
Federal Reserve Bank	San Francisco, CA 94105
Federal Deposit Insurance Corporation	Washington, DC 20429

**(b) Whether it is authorized to exercise corporate trust powers.**

Yes.

**2. Affiliations with Obligor.**

**If the obligor is an affiliate of the trustee, describe each such affiliation.**

None.

**16. List of Exhibits.**

**Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act").**

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121948 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152875).
2. A copy of certificate of authority of the trustee to commence business. (Exhibit 2 to Form T-1 filed with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed with Registration Statement No. 333-152875).

4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-229762).
6. The consent of the trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152875).
7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Houston, and State of Texas, on the 24th day of April, 2026.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: /s/ Peggy Guel  
Name: Peggy Guel  
Title: Vice President

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Consolidated Report of Condition of  
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
of 333 South Hope Street, Suite 2525, Los Angeles, CA 90071

At the close of business December 31, 2025, published in accordance with Federal regulatory authority instructions.

	Dollar amounts in thousands
<b>ASSETS</b>	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	34,663
Interest-bearing balances	219,768
Securities:	
Held-to-maturity securities	0
Available-for-sale debt securities	98,977
Equity securities with readily determinable fair values not held for trading	0
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	0
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases held for investment	0
LESS: Allowance for credit losses on loans and leases	0
Loans and leases held for investment, net of allowance	0
Trading assets	0
Premises and fixed assets (including right-of-use assets)	13,036
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	0
Direct and indirect investments in real estate ventures	0
Intangible assets	856,313
Other assets	128,734
Total assets	\$ 1,351,491



# Calculation of Filing Fee Tables

S-3

## Duke Energy CORP

**Table 1: Newly Registered and Carry Forward Securities**

Not Applicable

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
<b>Newly Registered Securities</b>												
Fees to be Paid	1 Debt	Debt Securities of Piedmont Natural Gas Company, Inc.	457(r)				0.0001381					
Fees Previously Paid												
<b>Carry Forward Securities</b>												
Carry Forward Securities												
Total Offering Amounts:						\$ 0.00						
Total Fees Previously Paid:						\$ 0.00						
Total Fee Offsets:						\$ 0.00						
Net Fee Due:						\$ 0.00						

**Offering Note**

1

An indeterminate number or amount of the securities of each identified class is being registered as may from time to time be sold at unspecified prices. Separate consideration may or may not be received for securities that are issuable upon exercise, settlement, exchange or conversion of other securities. The securities registered also include such indeterminate amounts and numbers of securities as may be issued upon exercise, settlement, exchange or conversion of securities offered hereunder, including under any applicable anti-dilution provisions.

In accordance with Rule 456(b) and Rule 457(r) under the Securities Act, the registrants are deferring payment of all of the registration fee and will pay any applicable registration fees on a "pay as you go" basis.

**Table 2: Fee Offset Claims and Sources**

Not Applicable

	Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
<b>Rules 457(b) and 0-11(a)(2)</b>											
Fee Offset Claims											
Fee Offset Sources											
<b>Rule 457(p)</b>											
Fee Offset Claims											
Fee Offset Sources											

**Table 3: Combined Prospectuses**

Not Applicable

	<b>Security Type</b>	<b>Security Class Title</b>	<b>Amount of Securities Previously Registered</b>	<b>Maximum Aggregate Offering Price of Securities Previously Registered</b>	<b>Form Type</b>	<b>File Number</b>	<b>Initial Effective Date</b>
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