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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **May 2, 2013**

DUKE ENERGY CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-32853
(Commission
File Number)

20-2777218
(IRS Employer
Identification No.)

550 South Tryon Street, Charlotte, North Carolina 28202
(Address of Principal Executive Offices, including Zip code)

(704) 382-3853
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

At the Annual Meeting of Shareholders (the “Annual Meeting”) of Duke Energy Corporation (the “Corporation), the shareholders of the Corporation approved the Amended Duke Energy Corporation Executive Short-Term Incentive Plan (the “Amended STI Plan”) which amends the existing Duke Energy Corporation Executive Short-Term Incentive Plan (the “Existing STI Plan”). The Amended STI Plan is intended to help the Corporation maintain the flexibility that it needs to keep pace with its competitors and attract, motivate and retain the caliber of employees essential to its success by providing short-term incentive awards. The Amended STI Plan is generally a continuation of the Existing STI Plan, with the following changes: (i) in order to provide additional flexibility , several potential performance targets have been added to the plan, and (ii) various technical amendments have been made to the plan. Only executive officers are eligible to receive awards under the Amended STI Plan. A more complete description of the Amended STI Plan (including the available performance measures) is contained in our proxy statement dated March 21, 2013, which description is qualified in its entirety by reference to the Amended STI Plan, which is attached herewith as Exhibit 10.1.

Item 5.07 Submission of Matters to a Vote of Security Holders.

- (a) The Corporation held its Annual Meeting on May 2, 2013.
- (b) At the Annual Meeting, shareholders voted on the following items: (i) election of directors, (ii) ratification of the appointment of Deloitte & Touche LLP as the Corporation’s independent public accountant for 2013, (iii) a on-binding advisory vote on the Corporation’s named executive officer compensation, (iv) the amended Duke Energy Corporation Executive Short-Term Incentive Plan, (v) a shareholder proposal regarding shareholder action by written consent, and (vi) a shareholder proposal regarding an amendment to our organizational documents to require majority voting for the election of directors. For more information on the proposals, see Duke Energy’s proxy statement dated March 21, 2013. Set forth below are the final voting results for each of the proposals.

- **Election of Director Nominees**

| Director | Votes For | Votes Withheld | Abstentions | Broker Non-Votes |
|------------------------|-------------|----------------|-------------|------------------|
| William Barnet, III | 411,177,635 | 9,383,825 | — | 173,696,045 |
| G. Alex Bernhardt, Sr. | 409,917,860 | 10,643,600 | — | 173,696,045 |
| Michael G. Browning | 409,329,448 | 11,232,012 | — | 173,696,045 |
| Harris E. DeLoach, Jr. | 409,812,954 | 10,748,506 | — | 173,696,045 |
| Daniel R. DiMicco | 363,805,474 | 56,755,986 | — | 173,696,045 |
| John H. Forsgren | 366,724,334 | 53,837,126 | — | 173,696,045 |
| Ann M. Gray | 357,919,109 | 62,642,351 | — | 173,696,045 |
| James H. Hance, Jr. | 326,577,556 | 93,983,904 | — | 173,696,045 |
| John T. Herron | 412,458,585 | 8,102,875 | — | 173,696,045 |
| James B. Hyler, Jr. | 412,651,310 | 7,910,150 | — | 173,696,045 |
| E. Marie McKee | 409,396,329 | 11,165,131 | — | 173,696,045 |
| E. James Reinsch | 411,817,656 | 8,743,804 | — | 173,696,045 |
| James T. Rhodes | 410,522,462 | 10,038,998 | — | 173,696,045 |
| James E. Rogers | 393,244,178 | 27,317,282 | — | 173,696,045 |
| Carlos A. Saladrigas | 410,883,536 | 9,677,924 | — | 173,696,045 |
| Philip R. Sharp | 411,325,279 | 9,236,181 | — | 173,696,045 |

- **Proposal to ratify the appointment of Deloitte & Touche LLP as independent public accountant for 2013**

| Votes For | Votes Against | Abstentions | Broker Non-Votes |
|-------------|---------------|-------------|------------------|
| 581,402,882 | 9,992,223 | 2,862,400 | — |

- **Approval, on an advisory basis, of Duke Energy Corporation’s named executive officer compensation**

| Votes For | Votes Against | Abstentions | Broker Non-Votes |
|-------------|---------------|-------------|------------------|
| 328,128,061 | 86,668,777 | 5,764,622 | 173,696,045 |

- **Approval of the amended Duke Energy Corporation Executive Short-Term Incentive Plan**

| Votes For | Votes Against | Abstentions | Broker Non-Votes |
|-------------|---------------|-------------|------------------|
| 389,551,748 | 26,493,428 | 4,516,284 | 173,696,045 |

- **Shareholder proposal regarding shareholder action by written consent**

| Votes For | Votes Against | Abstentions | Broker Non-Votes |
|-------------|---------------|-------------|------------------|
| 281,504,267 | 132,470,518 | 6,586,675 | 173,696,045 |

- **Shareholder proposal regarding an amendment to our organizational documents to require majority voting for the election of directors**

| Votes For | Votes Against | Abstentions | Broker Non-Votes |
|-------------|---------------|-------------|------------------|
| 208,194,086 | 207,435,278 | 4,932,096 | 173,696,045 |

(c) Not applicable.

(d) Not applicable.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

10.1 Amended Duke Energy Corporation Executive Short-Term Incentive Plan

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DUKE ENERGY CORPORATION

Date: May 7, 2013

By: /s/ Julia S. Janson
Executive Vice President, Chief Legal
Officer and Corporate Secretary

EXHIBIT INDEX

| Exhibit | Description |
|----------------|---|
| 10.1 | Amended Duke Energy Corporation Executive Short-Term Incentive Plan |

APPENDIX A

DUKE ENERGY CORPORATION
EXECUTIVE SHORT-TERM INCENTIVE PLAN
(As Amended Effective February 25, 2013)

ARTICLE I — General

SECTION 1.1 Purpose. The purpose of the Duke Energy Corporation Executive Short-Term Incentive Plan (the “Plan”) is to benefit and advance the interests of Duke Energy Corporation, a Delaware corporation (the “Corporation”), by rewarding selected senior executives of the Corporation and its subsidiaries for their contributions to the Corporation’s financial success and thereby motivate them to continue to make such contributions in the future by granting annual performance-based awards (individually, “Award”).

SECTION 1.2 Administration of the Plan. The Plan shall be administered by a committee (“Committee”) which shall adopt such rules as it may deem appropriate in order to carry out the purpose of the Plan. The Committee shall be the Compensation Committee of the Corporation’s Board of Directors (“Board”) (or a subcommittee thereof) except that (i) the number of directors on the Committee shall not be less than two (2) and (ii) each member of the Committee shall be an “outside director” within the meaning of Section 162(m)(4) of the Internal Revenue Code of 1986, as amended (the “Code”). All questions of interpretation, administration, and application of the Plan shall be determined by a majority of the members of the Committee then in office, except that the Committee may authorize any one or more of its members, or any officer of the Corporation, to execute and deliver documents on behalf of the Committee. The determination of such majority shall be final and binding in all matters relating to the Plan. The Committee shall have authority and discretion to determine the terms and conditions of the Awards granted to eligible employees specified in Section 1.3 below (“Participants”).

SECTION 1.3 Eligible Persons. Awards may be granted only to employees of the Corporation or any of its subsidiaries who are designated “Executive Officers” of the Corporation by the Board.

ARTICLE II — Awards

SECTION 2.1 Awards. The Committee may grant Awards to eligible employees with respect to each fiscal year of the Corporation, subject to the terms and conditions set forth in the Plan.

SECTION 2.2 Terms of Awards. No later than 90 days after the commencement of each fiscal year of the Corporation, the Committee shall establish (i) performance targets (“Performance Targets”) for the Corporation for such fiscal year (“Performance Period”) and (ii) target awards (“Target Awards”) that correspond to the Performance Targets, for each Participant. The Performance Targets upon which the payment or vesting of an Award may be based shall be limited to the following business measures, which may be applied with respect to the Corporation, any subsidiary or any business unit, or, if applicable, any Participant, and which may be measured on an absolute or relative to a peer-group or other market measure basis: total shareholder return; stock price increase; return on equity; return on capital; earnings per share; EBIT (earnings before interest and taxes); EBITDA (earnings before interest, taxes, depreciation and amortization); ongoing earnings; cash flow (including operating cash flow, free cash flow, discounted cash flow return on investment, and cash flow in excess of costs of capital); EVA (economic value added); economic profit (net operating profit after tax, less a cost of capital charge); SVA (shareholder value added); revenues; net income; operating income; pre-tax profit margin; performance against business plan; customer service; reliability; corporate governance quotient or rating; market share; employee satisfaction; safety; total incident case rate; serious injury fatality rate; fatality rate; employee engagement; supplier diversity; workforce diversity; operating margins; credit rating; dividend payments; expenses; operation and maintenance expense; fuel cost per million BTU; costs per kilowatt hour; retained earnings; completion of acquisitions, divestitures and corporate restructurings; construction projects; legislative efforts; new technology development; environmental efforts; and individual goals based on objective business criteria underlying the goals listed above and which pertain to individual effort as to achievement of those goals or to one or more business criteria in the areas of litigation, human resources, information services, production, inventory, support services, site development, plant development, building development, facility development, government relations, product market share or management. Alternatively, the Committee may establish Performance Targets in terms of such subjective measures from the list above as it may from time to time specify for Awards that are not intended to qualify as performance-based compensation under Section 162(m) of the Code.

SECTION 2.3 Limitation on Awards. The aggregate amount of all Awards paid to any Participant for any Performance Period shall not exceed Six Million Dollars (\$6,000,000).

SECTION 2.4 Determination of Award. The Committee shall, promptly after the date on which the necessary financial or other information for a particular Performance Period becomes available, certify in writing whether any Performance Target has been achieved, and, if so, the highest Performance Target that has been achieved, all in the manner required by Section 162(m) of the Code. If any Performance Target has been achieved, the Awards, determined for each Participant with reference to the Target Award that corresponds to the highest Performance Target achieved, for such Performance Period shall have been earned except that the Committee may, in its sole discretion, reduce the amount of any Award to reflect the Committee’s assessment of the Participant’s individual performance, to reflect the failure of the Participant to remain in the continuous employ of the Corporation or its subsidiaries throughout the applicable Performance Period, or for any other reason. Such awards shall become payable in cash as promptly as practicable thereafter, but in no event more than two and one-half months following the end of the calendar year in which the Performance Period ends. Notwithstanding the foregoing, the Committee, in its sole discretion, may permit a Participant to elect to defer payment of all or any portion of the Award the Participant might earn for a Performance Period, by making a deferral election on such terms and conditions as the Committee may establish from time to time. In the event a Participant terminates employment with the Corporation and its subsidiaries for any reason

prior to the last day of the Performance Period, the Participant shall not be entitled to payment of an Award with respect to that Performance Period, unless otherwise determined by the Committee in its sole discretion.

ARTICLE III — Miscellaneous

SECTION 3.1 *No Rights to Awards or Continued Employment.* No employee shall have any claim or right to receive Awards under the Plan. Neither the Plan nor any action taken hereunder shall be construed as giving an employee any right to be retained by the Corporation or any of its subsidiaries. For purposes of the Plan, the transfer of employment of a Participant between the Corporation and any one of its subsidiaries (or between subsidiaries) shall not be deemed a termination of the Participant's employment.

SECTION 3.2 *Restriction on Transfer, Beneficiary.* Awards (or interests therein) to a Participant or amounts payable with respect to a Participant under the Plan are not subject to assignment or alienation, whether voluntary or involuntary. Notwithstanding the foregoing, a Participant may designate a beneficiary or beneficiaries to receive, in the event of the Participant's death, any amounts remaining to be paid with respect to the Participant under the Plan. The Participant shall have the right to revoke any such designation and to redesignate a beneficiary or beneficiaries. To be effective, any such designation, revocation, or redesignation must be in such written form as the Corporation may prescribe and must be received by the Corporation prior to the Participant's death. If a Participant dies without effectively designating a beneficiary or if all designated beneficiaries predecease the Participant, any amounts remaining to be paid with respect to the Participant under the Plan shall be paid to the Participant's estate.

SECTION 3.3 *Taxes.* The Corporation or a subsidiary thereof, as appropriate, shall have the right to deduct from all payments made under the Plan to a Participant or to a Participant's beneficiary or beneficiaries any federal, state, local or other taxes required by law to be withheld with respect to such payments. The Corporation intends that Awards granted under the Plan be exempt from the requirements of Section 409A of the Code, and the Plan shall be interpreted, administered and governed in accordance with that intent. Although the Corporation intends to administer the Plan so that Awards will be exempt from the requirements of Section 409A of the Code, the Corporation does not warrant that any Award under the Plan will qualify for favorable tax treatment under Section 409A of the Code or any other provision of federal, state, local, or non-United States law. The Corporation shall not be liable to any Participant for any tax, interest, or penalties the Participant might owe as a result of the grant, vesting or payment of any Award under the Plan.

SECTION 3.4 *No Restriction on Right of Corporation to Effect Changes.* The Plan shall not affect in any way the right or power of the Corporation or its stockholders to make or authorize any recapitalization, reorganization, merger, acquisition, divestiture, consolidation, spin off, combination, liquidation, dissolution, sale of assets, or other similar corporate transaction or event involving the Corporation or a subsidiary or division thereof or any other event or series of events, whether of a similar character or otherwise.

SECTION 3.5 *Source of Payments.* The Corporation shall not have any obligation to establish any separate fund or trust or other segregation of assets to provide for payments under the Plan. To the extent any person acquires any rights to receive payments hereunder from the Corporation, such rights shall be no greater than those of an unsecured creditor.

SECTION 3.6 *Termination and Amendment.* The Plan shall continue in effect until terminated by the Board. The Committee may at any time amend or otherwise modify the Plan in such respects as it deems advisable; *provided, however*, no such amendment or modification may be effective without Board approval or Corporation stockholder approval if such approval is necessary to comply with the requirements for qualified performance-based compensation under Section 162(m) of the Code.

SECTION 3.7 *Governmental Regulations.* The Plan, and all Awards hereunder, shall be subject to all applicable rules and regulations of governmental or other authorities.

SECTION 3.8 *Headings.* The headings of sections and subsections herein are included solely for convenience of reference and shall not affect the meaning of any of the provisions of the Plan.

SECTION 3.9 *Governing Law.* The Plan and all rights and Awards hereunder shall be construed in accordance with and governed by the laws of the state of North Carolina.

SECTION 3.10 *Effective Date.* The Plan is an amendment of the Plan by the Board that is effective as of February 25, 2013; *provided, however*, subject to the approval of the stockholders of the Corporation. Such approval shall meet the requirements of Section 162(m) of the Code and the regulations thereunder. At the sole discretion of the Board, in order to comply with the requirements of Section 162(m) of the Code, the business measures set forth in Section 2.2 above that may be used for Performance Targets for Awards that are intended to qualify as performance-based compensation under Section 162(m) of the Code shall be reapproved by the stockholders of the Corporation no later than the first meeting of such stockholders that occurs in the fifth calendar year following the calendar year in which such stockholders previously approved such business measures for such purpose.

SECTION 3.11 *Successors.* All obligations of the Corporation under the Plan shall be binding on any successor to the Corporation, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business or assets of the Corporation.

IN WITNESS WHEREOF, the Plan, as amended effective February 25, 2013 subject to shareholder approval, is executed on behalf of the Corporation effective as of February 25, 2013.

DUKE ENERGY CORPORATION

By: /s/ E. Marie McKee

