

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: September 14, 2016
(Date of earliest event reported)

QEP RESOURCES, INC.
(Exact name of registrant as specified in its charter)

STATE OF DELAWARE
(State or other jurisdiction of
incorporation)

001-34778
(Commission File No.)

87-0287750
(I.R.S. Employer
Identification No.)

1050 17th Street, Suite 800, Denver, Colorado 80265
(Address of principal executive offices)

303-672-6900
Registrant's telephone number, including area code

Not Applicable
(Former name or former address, if changed since last report)

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))

Item 1.01 Entry into a Material Definitive Agreement

Second Amendment to Purchase and Sale Agreement

On September 14, 2016, QEP Resources, Inc., through its wholly-owned subsidiary, QEP Energy Company (the “Company”), entered into the Second Amendment to Purchase and Sale Agreement (the “Second Amendment”) with the seller’s representatives party thereto, which amended certain provisions of the Purchase and Sale Agreement, dated as of June 21, 2016, among the Company and the individual sellers party thereto, as previously amended by the First Amendment to Purchase and Sale Agreement, dated as of September 7, 2016, among the Company and the seller’s representatives party thereto (as so amended, the “Purchase Agreement”), relating to the Company’s previously announced agreement to acquire oil and gas properties in the Permian Basin (the “Acquisition”).

Pursuant to the terms of the Second Amendment, the scheduled closing date of the Acquisition was changed from September 21, 2016 to October 19, 2016, and the outside date by which the parties must close the Acquisition absent further amendment to the Purchase Agreement was changed from October 14, 2016 to November 18, 2016.

The foregoing description of the Second Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Second Amendment, which is filed as Exhibit 1.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit</u>
1.1	Second Amendment to Purchase and Sale Agreement, dated as of September 14, 2016, by and among QEP Energy Company, Blind Juniper Holdings, LLC and Richard Schmidt REP, LLC

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.

QEP Resources, Inc.
(Registrant)

September 19, 2016

/s/ Richard J. Doleshek

Richard J. Doleshek

Executive Vice President and Chief Financial Officer

List of Exhibits:

Exhibit No.

Exhibit

1.1

Second Amendment to Purchase and Sale Agreement, dated as of September 14, 2016, by and among QEP Energy Company, Blind Juniper Holdings, LLC and Richard Schmidt REP, LLC

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement (this "**Amendment**") is made as of September 14, 2016, by and among QEP Energy Company, a Texas corporation ("**QEP**" or "**Buyer**"), Blind Juniper Holdings, LLC, a Texas limited liability company ("**BJH**"), and Richard Schmidt REP, LLC, a Texas limited liability company ("**Schmidt REP**"). Capitalized terms used but not defined herein shall have the meanings given such terms in the PSA (defined below) unless the context otherwise requires.

RECITALS:

A. QEP, as buyer, RK Petroleum Corp., et al, as sellers, BJH in its capacity as the Seller's Representative for the BJH Represented Sellers, and Schmidt REP in its capacity as the Seller's Representative for the Schmidt Representatives Sellers, are party to that certain Purchase and Sale Agreement dated as of June 21, 2016, as amended by Amendment to Purchase and Sale Agreement dated as of September 7, 2016 (as so amended, the "**PSA**").

B. Pursuant to Section 15.7 of the PSA, BJH is authorized to, among other things, amend the PSA on behalf of the BJH Represented Sellers and Schmidt REP is authorized to, among other things, amend the PSA on behalf of the Schmidt Represented Sellers.

C. Pursuant to Section 15.12 of the PSA Buyer, BJH and Schmidt REP desire to amend the PSA as provided in this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned hereby agree as follows:

1. Scheduled Closing Date. The Scheduled Closing Date (as defined in Section 6.1 of the PSA) is hereby changed from September 21, 2016 to October 19, 2016 for all purposes of the PSA.
2. Outside Date. The Outside Date (as defined in Section 1.1 of the PSA) is hereby changed from October 14, 2016 to November 18, 2016.
3. No Other Amendments. Except as expressly modified by this Amendment, the PSA remains in full force and effect in accordance with its original terms.
4. Counterparts. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one and the same instrument. The execution and delivery of this Assignment may be evidenced by facsimile or other electronic transmission (including scanned documents delivered by email), which shall be binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Second Amendment to Purchase and Sale Agreement in one or more counterparts to be effective as of the date first above written.

Buyer:

QEP ENERGY COMPANY

By: /s/ Austin Murr

Name: Austin Murr

Title: Senior Vice President, Business Development

BJH:

BLIND JUNIPER HOLDINGS, LLC

By: /s/ Gregory D. Smith

Name: Gregory D. Smith

Title: Managing Member

Schmidt Rep:

RICHARD SCHMIDT REP, LLC

By: /s/ Richard Schmidt

Name: Richard Schmidt

Title: Manager