

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 – June 28, 2010
(Date of earliest event reported)

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

| | | |
|---|-----------------------|---|
| <u>STATE OF DELAWARE</u> | <u>000-30321</u> | <u>87-0287750</u> |
| (State or other jurisdiction of incorporation) | (Commission File No.) | (I.R.S. Employer Identification No.) |

1050 17th Street, Suite 500, Denver, Colorado 80265
(Address of principal executive offices)

Registrant's telephone number, including area code (303) 672-6961

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 (see General Instruction A.2. below):

- 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 8.01 Other Events.

On June 28, 2010, the Compensation Committee (the “Committee”) of the Board of Directors of QEP Resources, Inc. (the “Company”) approved forms of award agreements to be used in connection with the grant of awards of nonqualified stock options, incentive stock options, restricted stock, and phantom stock under the QEP Resources, Inc. 2010 Long-Term Stock Incentive Plan (the “Plan”). In addition, the Committee approved the form of award agreement to be used in connection with the grant of restricted stock units under the Plan to Mr. Keith O. Rattie, Chairman of the Company’s Board of Directors, as compensation for his services as a director of the Company, subject to consummation of the spin-off of the Company from Questar Corporation which was previously approved by the Company’s Board of Directors on June 12, 2010 and reported in the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on June 16, 2010. Each form of award agreement sets forth the terms and conditions of the respective award that may be granted under the Plan.

This description of the forms of award agreements under the Plan is qualified in its entirety by the terms of the respective award agreements, copies of which are attached as Exhibits 10.1 through 10.9 and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

| <u>Exhibit No.</u> | <u>Exhibit</u> |
|--------------------|---|
| 10.1 | QEP Resources, Inc. Form of Nonqualified Stock Option Agreement for nonqualified stock options granted to certain key executives. |
| 10.2 | QEP Resources, Inc. Form of Nonqualified Stock Option Agreement for nonqualified stock options granted to other officers and key employees. |
| 10.3 | QEP Resources, Inc. Form of Incentive Stock Option Agreement for incentive stock options granted to certain key executives. |
| 10.4 | QEP Resources, Inc. Form of Incentive Stock Option Agreement for incentive stock options granted to other officers and key employees. |
| 10.5 | QEP Resources, Inc. Form of Restricted Stock Agreement for restricted stock granted to certain key executives. |
| 10.6 | QEP Resources, Inc. Form of Restricted Stock Agreement for restricted stock granted to other officers and key employees. |
| 10.7 | QEP Resources, Inc. Form of Restricted Stock Agreement for restricted stock granted to non-employee directors. |
| 10.8 | QEP Resources, Inc. Form of Phantom Stock Agreement for phantom stock granted to non-employee directors. |
| 10.9 | QEP Resources, Inc. Form of Restricted Stock Units Agreement for restricted stock units granted to Mr. Keith O. Rattie. |

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 thereunto duly authorized.

QEP RESOURCES, INC.
(Registrant)

June 28, 2010

/s/Richard J. Doleshek
Richard J. Doleshek
Executive Vice President,
Chief Financial Officer and Treasurer

List of Exhibits:

| <u>Exhibit No.</u> | <u>Exhibit</u> |
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| 10.5 | QEP Resources, Inc. Form of Restricted Stock Agreement for restricted stock granted to certain key executives. |
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| 10.8 | QEP Resources, Inc. Form of Phantom Stock Agreement for phantom stock granted to non-employee directors. |
| 10.9 | QEP Resources, Inc. Form of Restricted Stock Units Agreement for restricted stock units granted to Mr. Keith O. Rattie. |

Exhibit 10.1

QEP RESOURCES, INC.
2010 LONG-TERM STOCK INCENTIVE PLAN

STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (the "Agreement") is made effective as of [_____] (the "Effective Date"), between QEP Resources, Inc., a Delaware corporation (the "Company"), and _____ ("Optionee").

1. Grant of Option. Subject to the terms of this Agreement and the Company's 2010 Long-Term Stock Incentive Plan, as may be amended from time to time (the "Plan"), the Company grants Optionee an option ("Option") to purchase _____ shares of the Company's common stock, \$.01 par value ("Common Stock"), at a price of [\$_____] per share. The grant is made and the Option is effective as of the Effective Date. The Option is a Nonqualified Stock Option.

2. Vesting; Exercisability. Unless sooner vested in accordance with this Agreement, the Option shall vest in installments as indicated in the following schedule, subject to Optionee's continued Service as an Employee from the Effective Date through such vesting dates (each, a "Vesting Date") indicated below:

| <u>Vesting Date</u> | <u>Number of Shares under the Option Vested on Each Date</u> |
|---------------------|--|
| _____ | _____ shares |
| _____ | _____ shares |
| _____ | _____ shares |

Once vested, the Option shall be exercisable in whole or in part, as elected by Optionee from time to time, until the Option expires in accordance with Sections 4 or 5 below. Installments not exercised after the applicable Vesting Date shall be cumulative, so that once an installment becomes vested, it shall continue to be vested.

3. Exercise of Option.

(a) Procedure for Exercise. If electing to exercise this Option as to all or a part of the shares covered by this Option, Optionee shall give written notice to the Company of such election and of the number of shares he or she has elected to purchase, in such form as the Company's Compensation Committee (the "Committee") shall have prescribed or approved, and shall, at the time of exercise, tender the full purchase price of the shares Optionee has elected to purchase and make arrangements satisfactory to the Committee with respect to any withholding taxes required to be paid in connection with the exercise of the Option. Optionee may pay the purchase price using any of the following methods, or a combination thereof:

- (i) in cash,
- (ii) by certified check, cashier's check, or wire transfer, or

(iii) with the approval of the Committee at or prior to exercise, by tendering to the Company shares of Common Stock owned by Optionee for more than six (6) months (or such other period as the Committee determines is necessary to avoid adverse financial accounting treatment) having a Fair Market Value on the date of exercise equal to the value of the shares purchased under this Agreement.

(b) Issuance of Shares. Upon exercise of the Option, the Company shall transfer the purchased shares to Optionee electronically, or, if so requested by Optionee, by delivering a properly executed stock certificate for the shares in his or her name.

4. Expiration of Option; Termination of Employment. The Option shall expire at 11:59 P.M. on [] (the "Expiration Date"), or, if earlier, upon a qualifying Change in Control of the Company pursuant to Section 5(b). Whether an authorized leave of absence for military or governmental service shall constitute a termination of employment for purposes of this Agreement shall be determined by the Committee in accordance with applicable law. For purposes of this Section 4, "Cause" and "Good Reason" shall have the meanings given such terms in the employment agreement then in effect between Optionee and the Employer.

(a) Termination for Cause or Without Good Reason. If Optionee's employment with the Employer is terminated either by the Employer for Cause or by Optionee without Good Reason (and not for any reason described in Section 4(c), (d), or (e) below), then the Option shall immediately expire upon receipt by the Employer (if Optionee terminates his or her employment) or by Optionee (if the Employer terminates Optionee's employment) of the notice of termination.

(b) Termination Without Cause or For Good Reason. If Optionee's employment with the Employer is terminated either by the Employer without Cause or by Optionee for Good Reason (and not for any reason described in Section 4(c), (d), or (e) below), then any unvested portion of the Option shall vest in full regardless of whether the employment-related vesting condition in Section 2 has been satisfied, and Optionee shall be permitted to exercise the Option for a period of twelve (12) months following the date of termination, but not thereafter.

(c) Termination as a Result of Disability or Death. In the event Optionee's employment is terminated because of his or her death or Disability, then any unvested portion of the Option shall vest in full regardless of whether the employment-related vesting condition in Section 2 has been satisfied, and for a period of twelve (12) months following the date of termination, but not thereafter, any unexercised portion of the vested Option may be exercised by (i) Optionee or his or her legal guardian, in the event of Disability; or (ii) Optionee's designated beneficiary(ies) pursuant to Section 10, in the event of his or her death. For purposes of this Agreement, "Disability" shall mean a condition that renders Optionee unable to engage in any

substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Whether an Optionee's employment is terminated by reason of Disability shall be determined by the Committee.

(d) Termination upon an Approved Retirement. In the event Optionee terminates employment upon an Approved Retirement, Optionee shall be permitted to exercise the Option at any time prior to the Expiration Date or, if earlier, upon a qualifying Change in Control of the Company pursuant to Section 5(b). In any such case, the Option may be exercised only to the extent it was vested prior to Optionee's termination of employment. Notwithstanding the foregoing, Optionee shall forfeit any unexercised portion of the Option if he or she accepts employment or provides consulting services to a direct competitor within one (1) year of an Approved Retirement. For purposes of this Agreement, an "Approved Retirement" shall mean Optionee's termination of employment with the Employer on or after attaining age fifty-five (55) and completing ten (10) years of continuous Service.

(e) Termination Following a Change in Control. In the event Optionee terminates employment for any reason within one (1) year following a Change in Control of the Company, the Option, if still outstanding following the application of Section 5(b), below, shall have vested in full, and Optionee shall be permitted to exercise the Option, for the longer of (i) twelve (12) months following the date of termination, or (ii) the post-termination exercise period described in Section 4(d) above that is otherwise applicable to Optionee's termination of employment.

(f) Death Following Termination of Employment. In the event Optionee dies after terminating employment but prior to the expiration of the applicable post-termination exercise period described in this Section above, then Optionee's beneficiary(ies) designated pursuant to Section 10 below shall be entitled to exercise the Option for the longer of (i) one (1) year following the date of death, or (ii) the post-termination exercise period described in this Section above that was initially applicable to Optionee's termination of employment. In such case, the Option may be exercised only to the extent it is then vested.

(g) No Extension Beyond Expiration Date. Neither Optionee nor any person claiming under or through Optionee shall be permitted to exercise any portion of the Option after the Expiration Date.

5. Change in Control of the Company.

(a) Accelerated Vesting. This Option shall become fully vested and exercisable upon a Change in Control of the Company, regardless of whether the employment-related vesting condition in Section 2 has been satisfied.

(b) Accelerated Expiration; Assumption or Substitution. This Option shall terminate and cease to be outstanding, if, pursuant to a Change in Control of the Company, there is a dissolution or liquidation of the Company or a merger or consolidation in which the Company is not the surviving corporation, unless the successor corporation in the transaction

assumes and continues this Option or substitutes a new option for this Option on terms comparable to this Option.

6. Adjustments to Option. The number of shares of Common Stock covered by the Option and the price to be paid therefor shall be subject to adjustment as follows:

(a) Merger, Stock Split, Stock Dividend, Etc. In the event that the shares of Common Stock, as presently constituted, shall be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation (whether by reason of merger, consolidation, recapitalization, reclassification, split-up, combination of shares or otherwise) or if the number of such shares of Common Stock shall be increased through the payment of a stock dividend, then there shall be substituted for or added to each share of Common Stock subject to this Option the number and kind of shares of stock or other securities into which each outstanding share of the Common Stock of the Company shall be so changed or for which each such share shall be exchanged or to which each such share shall be entitled, as the case may be. The Option shall also be appropriately amended as to price and other terms as may be necessary to reflect the foregoing events.

(b) Other Distributions and Changes in the Stock. If there shall be any other change in the number or kind of the outstanding shares of the Common Stock of the Company or of any stock or other securities into which such stock shall have been changed or for which it shall have been exchanged, and if the Committee, in its sole discretion, shall determine that such change equitably requires an adjustment in this Option, then such adjustment shall be made in accordance with such determination.

(c) General Adjustment Rules. All adjustments relating to stock or securities of the Company shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive. Fractional shares resulting from any adjustment in this Option pursuant to this Section 6 may be settled as the Committee shall determine. Notice of any adjustment shall be given to Optionee.

(d) Reservation of Rights. The grant of the Option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, to consolidate, to dissolve, to liquidate or to sell or transfer all or any part of its business or assets.

7. Tax Withholding Obligations.

(a) The Company's obligation to issue Common Stock pursuant to the exercise of this Option shall be subject to the requirement that Optionee make appropriate arrangements with the Company to provide for payment of all applicable tax withholdings, if any. Optionee may elect to satisfy such withholding liability by:

- (i) Payment to the Company in cash;
- (ii) Deduction from Optionee's regular pay;

(iii) Withholding of shares of Common Stock otherwise issuable to Optionee, with such shares having an aggregate Fair Market Value equal to the minimum amount required to be withheld or such lesser amount as may be elected by Optionee, provided that such withholding of shares does not result in an accounting charge to the Company; or

(iv) Transfer of a number of shares of Common Stock that were either acquired from the Company or by Optionee more than six (6) months prior to the transfer to the Company (or such longer period as may be requested by the Committee to avoid an accounting charge to the Company), with such shares having an aggregate Fair Market Value equal to the amount required to be withheld or such lesser or greater amount as may be elected by Optionee, up to Optionee's marginal tax payment obligations associated with the Option exercise.

(b) All elections under this Section 7 shall be subject to the approval or disapproval of the Committee. The value of shares withheld or transferred shall be based on the Fair Market Value of the stock on the date that the amount of tax to be withheld is to be determined (the "Tax Date").

(c) All elections under this Section 7 shall be subject to the following restrictions:

(i) All elections must be made prior to the Tax Date;

(ii) All elections shall be irrevocable; and

(iii) If Optionee is an officer or director of the Company within the meaning of Section 16 of the 1934 Act ("Section 16"), Optionee must satisfy the requirements of such Section 16 and any applicable rules thereunder with respect to the use of stock to satisfy such tax withholding obligation.

8. Special Limitation. If so provided under the terms of the QEP Resources, Inc. Employee Investment Plan, as may be amended from time to time (the "Investment Plan"), Optionee will be prohibited from exercising the Option granted by this Agreement, in whole or in part, at any time that he or she is suspended from making 401(k) contributions to the Investment Plan as a result of receiving a hardship withdrawal from such plan.

9. Transferability.

(a) In General: No Lifetime Transfers. Except as provided in Section 9(b), below, the Option may not be transferred except by will or pursuant to the laws of descent and distribution, and it shall be exercisable during Optionee's life only by him or her, or in the event of Disability or incapacity, by his or her guardian or legal representative, and after his or her death, only by those entitled to do so under his or her will or the applicable laws of descent and distribution. Except as specifically provided herein, any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the Option or any right or privilege granted hereunder, or any levy, attachment, or similar process upon the rights and privileges herein conferred, shall be null and void.

(b) InterVivos Transfer to a Family Member. Optionee may transfer the Option, once it is vested and only to the extent such Option is classified as a Nonqualified Stock Option, to a Family Member or to a trust of which Family Members are the only beneficiaries (an "Inter-Vivos Transferee"). No transfer shall be effective unless Optionee notifies the Company of the transfer in writing and furnishes a copy of the documents that effect the transfer to the Company. The Inter-Vivos Transferee shall be subject to all of the terms of this Agreement, including, but not limited to, the vesting schedule, termination provisions, and the manner in which the Option may be exercised. The Committee may require that Optionee and the Inter-Vivos Transferee enter into an appropriate agreement with the Company providing for, among other things, the satisfaction of required tax withholding with respect to the exercise of the transferred Option and such other terms and conditions as may be specified by the Committee. Except to the extent provided otherwise in such agreement, the Inter-Vivos Transferee shall have all of the rights and obligations of Optionee under this Agreement and the Plan; provided, however, that the Inter-Vivos Transferee shall not have any Common Stock withheld to pay withholding taxes unless the agreement referred to in the preceding sentence specifically provides otherwise.

10. Beneficiaries. Optionee may, from time to time, designate one or more beneficiaries who shall have the right to exercise any vested portion of the Option upon Optionee's death pursuant to the terms of this Agreement. Optionee's beneficiary designation shall be made in writing and shall be delivered to the Company. If Optionee has not designated a beneficiary(ies), or such designated beneficiary(ies) are not living at the time of Optionee's death, then the right to exercise any vested portion upon Optionee's death shall belong to Optionee's beneficiary designated under the Investment Plan, if any, or, if none, Optionee's beneficiary under the Company's basic life insurance plan, if any, or, if none, Optionee's estate. Company shall not be liable for any payment made pursuant to any written designation or for payment made to another individual prior to receiving a written designation or amended designation.

11. No Rights as Stockholder Prior to Exercise. Optionee or his or her transferee shall have no rights as a stockholder with respect to any shares covered by this Option until the date the shares are transferred electronically or the stock certificate is issued evidencing ownership of the shares. Except as otherwise provided in this Agreement, no adjustments shall be made for dividends (ordinary or extraordinary), whether in cash, securities or other property, or distributions or other rights, for which the record date is prior to the date the shares are transferred electronically or the stock certificate is issued.

12. Authority of Committee. Under the Plan, the Committee is vested with full authority to make such rules and regulations as it deems necessary or desirable to administer the Plan and to interpret the provisions of the Plan. Any determination, decision, or action of the Committee in connection with the construction, interpretation, administration or application of the Plan shall be final, conclusive and binding upon Optionee and any person claiming under or through Optionee.

13. No Right to Continued Employment. Nothing contained in this Agreement shall confer upon Optionee any right to remain in the employ of an Employer nor limit in any way the right of an Employer to terminate his or her employment at any time, with or without Cause.

14. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the Company and Optionee and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by hand delivery or by first class registered or certified mail, postage prepaid, addressed, if to the Company, to its Corporate Secretary, and if to Optionee, to his or her address now on file with the Company, or to such other address as either may designate in writing. Any notice shall be deemed to be duly given as of the date delivered in the case of personal delivery, or as of the second day after enclosed in a properly sealed envelope and deposited, postage prepaid, in a United States post office, in the case of mailed notice.

16. Relationship to Plan. This Agreement shall not alter the terms of the Plan. If there is a conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

17. Amendment. Except as provided herein or in the Plan, this Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and Optionee, and as approved by the Committee.

18. Construction; Severability. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

19. Compliance with Securities Laws. This Agreement shall be subject to the requirement that if at any time counsel to the Company shall determine that the listing, registration or qualification of the shares of Stock subject to the Option upon any securities exchange or under any state or federal law, or the consent or approval of any governmental or regulatory body, is necessary as a condition of, or in connection with, the issuance or purchase of such shares thereunder, the Option may not be exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Committee. Nothing herein shall be deemed to require the Company to apply for or obtain such listing, registration or qualification.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the state of Delaware, without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, _____.

by _____
[NAME]
[TITLE]

QEP RESOURCES, INC.
2010 LONG-TERM STOCK INCENTIVE PLAN

STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (the "Agreement") is made effective as of [_____] (the "Effective Date"), between QEP Resources, Inc., a Delaware corporation (the "Company"), and _____ ("Optionee").

1. **Grant of Option.** Subject to the terms of this Agreement and the Company's 2010 Long-Term Stock Incentive Plan, as may be amended from time to time (the "Plan"), the Company grants Optionee an option ("Option") to purchase _____ shares of the Company's common stock, \$.01 par value ("Common Stock"), at a price of [\$_____] per share. The grant is made and the Option is effective as of the Effective Date. The Option is a Nonqualified Stock Option.

2. **Vesting; Exercisability.** Unless sooner vested in accordance with this Agreement, the Option shall vest in installments as indicated in the following schedule, subject to Optionee's continued Service as an Employee from the Effective Date through such vesting dates (each, a "Vesting Date") indicated below:

| <u>Vesting Date</u> | <u>Number of Shares under the Option Vested on Each Date</u> |
|---------------------|--|
| _____ | _____ shares |
| _____ | _____ shares |
| _____ | _____ shares |

Once vested, the Option shall be exercisable in whole or in part, as elected by Optionee from time to time, until the Option expires in accordance with Sections 4 or 5 below. Installments not exercised after the applicable Vesting Date shall be cumulative, so that once an installment becomes vested, it shall continue to be vested.

3. **Exercise of Option.**

(a) **Procedure for Exercise.** If electing to exercise this Option as to all or a part of the shares covered by this Option, Optionee shall give written notice to the Company of such election and of the number of shares he or she has elected to purchase, in such form as the Company's Compensation Committee (the "Committee") shall have prescribed or approved, and shall, at the time of exercise, tender the full purchase price of the shares Optionee has elected to purchase and make arrangements satisfactory to the Committee with respect to any withholding taxes required to be paid in connection with the exercise of the Option. Optionee may pay the purchase price using any of the following methods, or a combination thereof:

- (i) in cash,
- (ii) by certified check, cashier's check, or wire transfer, or

(iii) with the approval of the Committee at or prior to exercise, by tendering to the Company shares of Common Stock owned by Optionee for more than six (6) months (or such other period as the Committee determines is necessary to avoid adverse financial accounting treatment) having a Fair Market Value on the date of exercise equal to the value of the shares purchased under this Agreement.

(b) Issuance of Shares. Upon exercise of the Option, the Company shall transfer the purchased shares to Optionee electronically, or, if so requested by Optionee, by delivering a properly executed stock certificate for the shares in his or her name.

4. Expiration of Option; Termination of Employment. The Option shall expire at 11:59 P.M. on [] (the "Expiration Date"), or, if earlier, upon a qualifying Change in Control of the Company pursuant to Section 5(b). Whether an authorized leave of absence for military or governmental service shall constitute a termination of employment for purposes of this Agreement shall be determined by the Committee in accordance with applicable law.

(a) Termination of Employment (Other Than Due to Disability, Death or Approved Retirement or Following a Change in Control). If Optionee's employment with the Employer is terminated for any reason not described in Section 4(b), (c), or (d) below, then the Option shall immediately expire upon receipt by the Employer (if Optionee terminates his or her employment) or by Optionee (if the Employer terminates Optionee's employment) of the notice of termination.

(b) Termination as a Result of Disability or Death. In the event Optionee's employment is terminated because of his or her death or Disability, for a period of twelve (12) months following the date of termination, but not thereafter, any unexercised portion of the vested Option may be exercised by (i) Optionee or his or her legal guardian, in the event of Disability; or (ii) Optionee's designated beneficiary(ies) pursuant to Section 10, in the event of his or her death. For purposes of this Agreement, "Disability" shall mean a condition that renders Optionee unable to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Whether an Optionee's employment is terminated by reason of Disability shall be determined by the Committee.

(c) Termination upon an Approved Retirement. In the event Optionee terminates employment upon an Approved Retirement, Optionee shall be permitted to exercise the Option at any time prior to the Expiration Date or, if earlier, upon a qualifying Change in Control of the Company pursuant to Section 5(b). In any such case, the Option may be exercised only to the extent it was vested prior to Optionee's termination of employment. For purposes of this Agreement, an "Approved Retirement" shall mean Optionee's termination of employment

with the Employer on or after attaining age fifty-five (55) and completing ten (10) years of continuous Service.

(d) Termination Following a Change in Control. In the event Optionee terminates employment for any reason within one (1) year following a Change in Control of the Company, the Option, if still outstanding following the application of Section 5(b), below, shall have vested in full, and Optionee shall be permitted to exercise the Option, for the longer of (i) twelve (12) months following the date of termination, or (ii) the post-termination exercise period described in Section 4(c) above that is otherwise applicable to Optionee's termination of employment.

(e) Death Following Termination of Employment. In the event Optionee dies after terminating employment but prior to the expiration of the applicable post-termination exercise period described in this Section above, then Optionee's beneficiary(ies) designated pursuant to Section 10 below shall be entitled to exercise the Option for the longer of (i) one (1) year following the date of death, or (ii) the post-termination exercise period described in this Section above that was initially applicable to Optionee's termination of employment. In such case, the Option may be exercised only to the extent it is then vested.

(f) No Extension Beyond Expiration Date. Neither Optionee nor any person claiming under or through Optionee shall be permitted to exercise any portion of the Option after the Expiration Date.

5. Change in Control of the Company.

(a) Accelerated Vesting. This Option shall become fully vested and exercisable upon a Change in Control of the Company, regardless of whether the employment-related vesting condition in Section 2 has been satisfied.

(b) Accelerated Expiration; Assumption or Substitution. This Option shall terminate and cease to be outstanding, if, pursuant to a Change in Control of the Company, there is a dissolution or liquidation of the Company or a merger or consolidation in which the Company is not the surviving corporation, unless the successor corporation in the transaction assumes and continues this Option or substitutes a new option for this Option on terms comparable to this Option.

6. Adjustments to Option. The number of shares of Common Stock covered by the Option and the price to be paid therefor shall be subject to adjustment as follows:

(a) Merger, Stock Split, Stock Dividend, Etc. In the event that the shares of Common Stock, as presently constituted, shall be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation (whether by reason of merger, consolidation, recapitalization, reclassification, split-up, combination of shares or otherwise) or if the number of such shares of Common Stock shall be increased through the payment of a stock dividend, then there shall be substituted for or added to each share of Common Stock subject to this Option the number and kind of shares of stock or

other securities into which each outstanding share of the Common Stock of the Company shall be so changed or for which each such share shall be exchanged or to which each such share shall be entitled, as the case may be. The Option shall also be appropriately amended as to price and other terms as may be necessary to reflect the foregoing events.

(b) Other Distributions and Changes in the Stock. If there shall be any other change in the number or kind of the outstanding shares of the Common Stock of the Company or of any stock or other securities into which such stock shall have been changed or for which it shall have been exchanged, and if the Committee, in its sole discretion, shall determine that such change equitably requires an adjustment in this Option, then such adjustment shall be made in accordance with such determination.

(c) General Adjustment Rules. All adjustments relating to stock or securities of the Company shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive. Fractional shares resulting from any adjustment in this Option pursuant to this Section 6 may be settled as the Committee shall determine. Notice of any adjustment shall be given to Optionee.

(d) Reservation of Rights. The grant of the Option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, to consolidate, to dissolve, to liquidate or to sell or transfer all or any part of its business or assets.

7. Tax Withholding Obligations.

(a) The Company's obligation to issue Common Stock pursuant to the exercise of this Option shall be subject to the requirement that Optionee make appropriate arrangements with the Company to provide for payment of all applicable tax withholdings, if any. Optionee may elect to satisfy such withholding liability by:

- (i) Payment to the Company in cash;
- (ii) Deduction from Optionee's regular pay;

(iii) Withholding of shares of Common Stock otherwise issuable to Optionee, with such shares having an aggregate Fair Market Value equal to the minimum amount required to be withheld or such lesser amount as may be elected by Optionee, provided that such withholding of shares does not result in an accounting charge to the Company; or

(iv) Transfer of a number of shares of Common Stock that were either acquired from the Company or by Optionee more than six (6) months prior to the transfer to the Company (or such longer period as may be requested by the Committee to avoid an accounting charge to the Company), with such shares having an aggregate Fair Market Value equal to the amount required to be withheld or such lesser or greater amount as may be elected by Optionee, up to Optionee's marginal tax payment obligations associated with the Option exercise.

(b) All elections under this Section 7 shall be subject to the approval or disapproval of the Committee. The value of shares withheld or transferred shall be based on the Fair Market Value of the stock on the date that the amount of tax to be withheld is to be determined (the "Tax Date").

(c) All elections under this Section 7 shall be subject to the following restrictions:

(i) All elections must be made prior to the Tax Date;

(ii) All elections shall be irrevocable; and

(iii) If Optionee is an officer or director of the Company within the meaning of Section 16 of the 1934 Act ("Section 16"), Optionee must satisfy the requirements of such Section 16 and any applicable rules thereunder with respect to the use of stock to satisfy such tax withholding obligation.

8. Special Limitation. If so provided under the terms of the QEP Resources, Inc. Employee Investment Plan, as may be amended from time to time (the "Investment Plan"), Optionee will be prohibited from exercising the Option granted by this Agreement, in whole or in part, at any time that he or she is suspended from making 401(k) contributions to the Investment Plan as a result of receiving a hardship withdrawal from such plan.

9. Transferability.

(a) In General: No Lifetime Transfers. Except as provided in Section 9(b), below, the Option may not be transferred except by will or pursuant to the laws of descent and distribution, and it shall be exercisable during Optionee's life only by him or her, or in the event of Disability or incapacity, by his or her guardian or legal representative, and after his or her death, only by those entitled to do so under his or her will or the applicable laws of descent and distribution. Except as specifically provided herein, any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the Option or any right or privilege granted hereunder, or any levy, attachment, or similar process upon the rights and privileges herein conferred, shall be null and void.

(b) InterVivos Transfer to a Family Member. Optionee may transfer the Option, once it is vested and only to the extent such Option is classified as a Nonqualified Stock Option, to a Family Member or to a trust of which Family Members are the only beneficiaries (an "Inter-Vivos Transferee"). No transfer shall be effective unless Optionee notifies the Company of the transfer in writing and furnishes a copy of the documents that effect the transfer to the Company. The Inter-Vivos Transferee shall be subject to all of the terms of this Agreement, including, but not limited to, the vesting schedule, termination provisions, and the manner in which the Option may be exercised. The Committee may require that Optionee and the Inter-Vivos Transferee enter into an appropriate agreement with the Company providing for, among other things, the satisfaction of required tax withholding with respect to the exercise of the transferred Option and such other terms and conditions as may be specified by the

Committee. Except to the extent provided otherwise in such agreement, the Inter-Vivos Transferee shall have all of the rights and obligations of Optionee under this Agreement and the Plan; provided, however, that the Inter-Vivos Transferee shall not have any Common Stock withheld to pay withholding taxes unless the agreement referred to in the preceding sentence specifically provides otherwise.

10. Beneficiaries. Optionee may, from time to time, designate one or more beneficiaries who shall have the right to exercise any vested portion of the Option upon Optionee's death pursuant to the terms of this Agreement. Optionee's beneficiary designation shall be made in writing and shall be delivered to the Company. If Optionee has not designated a beneficiary(ies), or such designated beneficiary(ies) are not living at the time of Optionee's death, then the right to exercise any vested portion upon Optionee's death shall belong to Optionee's beneficiary designated under the Investment Plan, if any, or, if none, Optionee's beneficiary under the Company's basic life insurance plan, if any, or, if none, Optionee's estate. Company shall not be liable for any payment made pursuant to any written designation or for payment made to another individual prior to receiving a written designation or amended designation.

11. No Rights as Stockholder Prior to Exercise. Optionee or his or her transferee shall have no rights as a stockholder with respect to any shares covered by this Option until the date the shares are transferred electronically or the stock certificate is issued evidencing ownership of the shares. Except as otherwise provided in this Agreement, no adjustments shall be made for dividends (ordinary or extraordinary), whether in cash, securities or other property, or distributions or other rights, for which the record date is prior to the date the shares are transferred electronically or the stock certificate is issued.

12. Authority of Committee. Under the Plan, the Committee is vested with full authority to make such rules and regulations as it deems necessary or desirable to administer the Plan and to interpret the provisions of the Plan. Any determination, decision, or action of the Committee in connection with the construction, interpretation, administration or application of the Plan shall be final, conclusive and binding upon Optionee and any person claiming under or through Optionee.

13. No Right to Continued Employment. Nothing contained in this Agreement shall confer upon Optionee any right to remain in the employ of an Employer nor limit in any way the right of an Employer to terminate his or her employment at any time, with or without Cause.

14. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the Company and Optionee and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by hand delivery or by first class registered or certified mail, postage prepaid, addressed, if to the Company, to its Corporate Secretary, and if to Optionee, to his or her address now on file with the Company, or to such other address as either may designate in writing. Any notice shall be deemed to be duly given as of the date delivered in the

case of personal delivery, or as of the second day after enclosed in a properly sealed envelope and deposited, postage prepaid, in a United States post office, in the case of mailed notice.

16. Relationship to Plan. This Agreement shall not alter the terms of the Plan. If there is a conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

17. Amendment. Except as provided herein or in the Plan, this Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and Optionee, and as approved by the Committee.

18. Construction; Severability. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

19. Compliance with Securities Laws. This Agreement shall be subject to the requirement that if at any time counsel to the Company shall determine that the listing, registration or qualification of the shares of Stock subject to the Option upon any securities exchange or under any state or federal law, or the consent or approval of any governmental or regulatory body, is necessary as a condition of, or in connection with, the issuance or purchase of such shares thereunder, the Option may not be exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Committee. Nothing herein shall be deemed to require the Company to apply for or obtain such listing, registration or qualification.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the state of Delaware, without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, _____.

OPTIONEE

QEP RESOURCES, INC.

by _____
[NAME]
[TITLE]

QEP RESOURCES, INC.
2010 LONG-TERM STOCK INCENTIVE PLAN

INCENTIVE STOCK OPTION AGREEMENT

THIS INCENTIVE STOCK OPTION AGREEMENT (the "Agreement") is made effective as of [_____] (the "Effective Date"), between QEP Resources, Inc., a Delaware corporation (the "Company"), and _____ ("Optionee").

1. **Grant of Option.** Subject to the terms of this Agreement and the Company's 2010 Long-Term Stock Incentive Plan, as may be amended from time to time (the "Plan"), the Company grants Optionee an option ("Option") to purchase _____ shares of the Company's common stock, \$.01 par value ("Common Stock"), at a price of [\$_____] per share. The grant is made and the Option is effective as of the Effective Date.

2. **Incentive Stock Option.** This Option is intended to be an Incentive Stock Option to the maximum extent permissible under applicable law. In the event this Option, or any portion thereof, cannot be treated as an Incentive Stock Option under applicable law, whether because the value of the Common Stock covered under the Option exceeds the limits of Internal Revenue Code ("Code") Section 422, the Option remains outstanding following termination of employment beyond the holding periods of Code Section 422(a)(2), or otherwise, then this Option, or the relevant portion thereof, shall be classified as a "Nonqualified Stock Option."

3. **Vesting; Exercisability.** Unless sooner vested in accordance with this Agreement, the Option shall vest in installments as indicated in the following schedule, subject to Optionee's continued Service as an Employee from the Effective Date through such vesting dates (each, a "Vesting Date") indicated below:

| <u>Vesting Date</u> | <u>Number of Shares under the Option Vested on Each Date</u> |
|---------------------|--|
| _____ | _____ shares |
| _____ | _____ shares |
| _____ | _____ shares |

Once vested, the Option shall be exercisable in whole or in part, as elected by Optionee from time to time, until the Option expires in accordance with Sections 5 or 6 below. Installments not exercised after the applicable Vesting Date shall be cumulative, so that once an installment becomes vested, it shall continue to be vested.

4. Exercise of Option.

(a) Procedure for Exercise. If electing to exercise this Option as to all or a part of the shares covered by this Option, Optionee shall give written notice to the Company of such election and of the number of shares he or she has elected to purchase, in such form as the Company's Compensation Committee (the "Committee") shall have prescribed or approved, and shall, at the time of exercise, tender the full purchase price of the shares Optionee has elected to purchase and make arrangements satisfactory to the Committee with respect to any withholding taxes required to be paid in connection with the exercise of the Option. Optionee may pay the purchase price using any of the following methods, or a combination thereof:

(i) in cash,

(ii) by certified check, cashier's check, or wire transfer, or

(iii) with the approval of the Committee at or prior to exercise, by tendering to the Company shares of Common Stock owned by Optionee for more than six (6) months (or such other period as the Committee determines is necessary to avoid adverse financial accounting treatment) having a Fair Market Value on the date of exercise equal to the value of the shares purchased under this Agreement.

(b) Issuance of Shares. Upon exercise of the Option, the Company shall transfer the purchased shares to Optionee electronically, or, if so requested by Optionee, by delivering a properly executed stock certificate for the shares in his or her name.

5. Expiration of Option; Termination of Employment. The Option shall expire at 11:59 P.M. on [] (the "Expiration Date"), or, if earlier, upon a qualifying Change in Control of the Company pursuant to Section 6(b). Whether an authorized leave of absence for military or governmental service shall constitute a termination of employment for purposes of this Agreement shall be determined by the Committee in accordance with applicable law. For purposes of this Section 5, "Cause" and "Good Reason" shall have the meanings given such terms in the employment agreement then in effect between Optionee and the Employer.

(a) Termination for Cause or Without Good Reason. If Optionee's employment with the Employer is terminated either by the Employer for Cause or by Optionee without Good Reason (and not for any reason described in Section 5(c), (d), or (e) below), then the Option shall immediately expire upon receipt by the Employer (if Optionee terminates his or her employment) or by Optionee (if the Employer terminates Optionee's employment) of the notice of termination.

(b) Termination Without Cause or For Good Reason. If Optionee's employment with the Employer is terminated either by the Employer without Cause or by Optionee for Good Reason (and not for any reason described in Section 5(c), (d), or (e) below), then any unvested portion of the Option shall vest in full regardless of whether the employment-related vesting condition in Section 3 has been satisfied, and Optionee shall be permitted to

exercise the Option for a period of twelve (12) months following the date of termination, but not thereafter.

(c) Termination as a Result of Disability or Death. In the event Optionee's employment is terminated because of his or her death or Disability, then any unvested portion of the Option shall vest in full regardless of whether the employment-related vesting condition in Section 3 has been satisfied, and for a period of twelve (12) months following the date of termination, but not thereafter, any unexercised portion of the vested Option may be exercised by (i) Optionee or his or her legal guardian, in the event of Disability; or (ii) Optionee's designated beneficiary(ies) pursuant to Section 11, in the event of his or her death. For purposes of this Agreement, "Disability" shall mean a condition that renders Optionee unable to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Whether an Optionee's employment is terminated by reason of Disability shall be determined by the Committee.

(d) Termination upon an Approved Retirement. In the event Optionee terminates employment upon an Approved Retirement, Optionee shall be permitted to exercise the Option at any time prior to the Expiration Date or, if earlier, upon a qualifying Change in Control of the Company pursuant to Section 6(b). In any such case, the Option may be exercised only to the extent it was vested prior to Optionee's termination of employment. Notwithstanding the foregoing, Optionee shall forfeit any unexercised portion of the Option if he or she accepts employment or provides consulting services to a direct competitor within one (1) year of an Approved Retirement. For purposes of this Agreement, an "Approved Retirement" shall mean Optionee's termination of employment with the Employer on or after attaining age fifty-five (55) and completing ten (10) years of continuous Service.

(e) Termination Following a Change in Control. In the event Optionee terminates employment for any reason within one (1) year following a Change in Control of the Company, the Option, if still outstanding following the application of Section 6(b), below, shall have vested in full, and Optionee shall be permitted to exercise the Option, for the longer of (i) twelve (12) months following the date of termination, or (ii) the post-termination exercise period described in Section 5(d) above that is otherwise applicable to Optionee's termination of employment.

(f) Death Following Termination of Employment. In the event Optionee dies after terminating employment but prior to the expiration of the applicable post-termination exercise period described in this Section above, then Optionee's beneficiary(ies) designated pursuant to Section 11 below shall be entitled to exercise the Option for the longer of (i) one (1) year following the date of death, or (ii) the post-termination exercise period described in this Section above that was initially applicable to Optionee's termination of employment. In such case, the Option may be exercised only to the extent it is then vested.

(g) No Extension Beyond Expiration Date. Neither Optionee nor any person claiming under or through Optionee shall be permitted to exercise any portion of the Option after the Expiration Date.

6. Change in Control of the Company.

(a) Accelerated Vesting. This Option shall become fully vested and exercisable upon a Change in Control of the Company, regardless of whether the employment-related vesting condition in Section 3 has been satisfied.

(b) Accelerated Expiration; Assumption or Substitution. This Option shall terminate and cease to be outstanding, if, pursuant to a Change in Control of the Company, there is a dissolution or liquidation of the Company or a merger or consolidation in which the Company is not the surviving corporation, unless the successor corporation in the transaction assumes and continues this Option or substitutes a new option for this Option on terms comparable to this Option.

7. Adjustments to Option. The number of shares of Common Stock covered by the Option and the price to be paid therefor shall be subject to adjustment as follows:

(a) Merger, Stock Split, Stock Dividend, Etc. In the event that the shares of Common Stock, as presently constituted, shall be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation (whether by reason of merger, consolidation, recapitalization, reclassification, split-up, combination of shares or otherwise) or if the number of such shares of Common Stock shall be increased through the payment of a stock dividend, then there shall be substituted for or added to each share of Common Stock subject to this Option the number and kind of shares of stock or other securities into which each outstanding share of the Common Stock of the Company shall be so changed or for which each such share shall be exchanged or to which each such share shall be entitled, as the case may be. The Option shall also be appropriately amended as to price and other terms as may be necessary to reflect the foregoing events.

(b) Other Distributions and Changes in the Stock. If there shall be any other change in the number or kind of the outstanding shares of the Common Stock of the Company or of any stock or other securities into which such stock shall have been changed or for which it shall have been exchanged, and if the Committee, in its sole discretion, shall determine that such change equitably requires an adjustment in this Option, then such adjustment shall be made in accordance with such determination.

(c) General Adjustment Rules. All adjustments relating to stock or securities of the Company shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive. Fractional shares resulting from any adjustment in this Option pursuant to this Section 7 may be settled as the Committee shall determine. Notice of any adjustment shall be given to Optionee.

(d) Reservation of Rights. The grant of the Option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, to consolidate, to dissolve, to liquidate or to sell or transfer all or any part of its business or assets.

8. Tax Withholding Obligations.

(a) The Company's obligation to issue Common Stock pursuant to the exercise of this Option shall be subject to the requirement that Optionee make appropriate arrangements with the Company to provide for payment of all applicable tax withholdings, if any. Optionee may elect to satisfy such withholding liability by:

- (i) Payment to the Company in cash;
- (ii) Deduction from Optionee's regular pay;

(iii) Withholding of shares of Common Stock otherwise issuable to Optionee, with such shares having an aggregate Fair Market Value equal to the minimum amount required to be withheld or such lesser amount as may be elected by Optionee, provided that such withholding of shares does not result in an accounting charge to the Company; or

(iv) Transfer of a number of shares of Common Stock that were either acquired from the Company or by Optionee more than six (6) months prior to the transfer to the Company (or such longer period as may be requested by the Committee to avoid an accounting charge to the Company), with such shares having an aggregate Fair Market Value equal to the amount required to be withheld or such lesser or greater amount as may be elected by Optionee, up to Optionee's marginal tax payment obligations associated with the Option exercise.

(b) All elections under this Section 8 shall be subject to the approval or disapproval of the Committee. The value of shares withheld or transferred shall be based on the Fair Market Value of the stock on the date that the amount of tax to be withheld is to be determined (the "Tax Date").

(c) All elections under this Section 8 shall be subject to the following restrictions:

- (i) All elections must be made prior to the Tax Date;
- (ii) All elections shall be irrevocable; and

(iii) If Optionee is an officer or director of the Company within the meaning of Section 16 of the 1934 Act ("Section 16"), Optionee must satisfy the requirements of such Section 16 and any applicable rules thereunder with respect to the use of stock to satisfy such tax withholding obligation.

9. Special Limitation. If so provided under the terms of the QEP Resources, Inc. Employee Investment Plan, as may be amended from time to time (the "Investment Plan"), Optionee will be prohibited from exercising the Option granted by this Agreement, in whole or in part, at any time that he or she is suspended from making 401(k) contributions to the Investment Plan as a result of receiving a hardship withdrawal from such plan.

10. Transferability.

(a) In General: No Lifetime Transfers. Except as provided in Section 10(b), below, the Option may not be transferred except by will or pursuant to the laws of descent and distribution, and it shall be exercisable during Optionee's life only by him or her, or in the event of Disability or incapacity, by his or her guardian or legal representative, and after his or her death, only by those entitled to do so under his or her will or the applicable laws of descent and distribution. Except as specifically provided herein, any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the Option or any right or privilege granted hereunder, or any levy, attachment, or similar process upon the rights and privileges herein conferred, shall be null and void.

(b) InterVivos Transfer to a Family Member. Optionee may transfer the Option, once it is vested and only to the extent such Option is classified as a Nonqualified Stock Option, to a Family Member or to a trust of which Family Members are the only beneficiaries (an "Inter-Vivos Transferee"). No transfer shall be effective unless Optionee notifies the Company of the transfer in writing and furnishes a copy of the documents that effect the transfer to the Company. The Inter-Vivos Transferee shall be subject to all of the terms of this Agreement, including, but not limited to, the vesting schedule, termination provisions, and the manner in which the Option may be exercised. The Committee may require that Optionee and the Inter-Vivos Transferee enter into an appropriate agreement with the Company providing for, among other things, the satisfaction of required tax withholding with respect to the exercise of the transferred Option and such other terms and conditions as may be specified by the Committee. Except to the extent provided otherwise in such agreement, the Inter-Vivos Transferee shall have all of the rights and obligations of Optionee under this Agreement and the Plan; provided, however, that the Inter-Vivos Transferee shall not have any Common Stock withheld to pay withholding taxes unless the agreement referred to in the preceding sentence specifically provides otherwise.

11. Beneficiaries. Optionee may, from time to time, designate one or more beneficiaries who shall have the right to exercise any vested portion of the Option upon Optionee's death pursuant to the terms of this Agreement. Optionee's beneficiary designation shall be made in writing and shall be delivered to the Company. If Optionee has not designated a beneficiary(ies), or such designated beneficiary(ies) are not living at the time of Optionee's death, then the right to exercise any vested portion upon Optionee's death shall belong to Optionee's beneficiary designated under the Investment Plan, if any, or, if none, Optionee's beneficiary under the Company's basic life insurance plan, if any, or, if none, Optionee's estate. Company shall not be liable for any payment made pursuant to any written designation or for payment made to another individual prior to receiving a written designation or amended designation.

12. No Rights as Stockholder Prior to Exercise. Optionee or his or her transferee shall have no rights as a stockholder with respect to any shares covered by this Option until the date the shares are transferred electronically or the stock certificate is issued evidencing ownership of the shares. Except as otherwise provided in this Agreement, no adjustments shall

be made for dividends (ordinary or extraordinary), whether in cash, securities or other property, or distributions or other rights, for which the record date is prior to the date the shares are transferred electronically or the stock certificate is issued.

13. Authority of Committee. Under the Plan, the Committee is vested with full authority to make such rules and regulations as it deems necessary or desirable to administer the Plan and to interpret the provisions of the Plan. Any determination, decision, or action of the Committee in connection with the construction, interpretation, administration or application of the Plan shall be final, conclusive and binding upon Optionee and any person claiming under or through Optionee.

14. No Right to Continued Employment. Nothing contained in this Agreement shall confer upon Optionee any right to remain in the employ of an Employer nor limit in any way the right of an Employer to terminate his or her employment at any time, with or without Cause.

15. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the Company and Optionee and their respective heirs, executors, administrators, legal representatives, successors and assigns.

16. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by hand delivery or by first class registered or certified mail, postage prepaid, addressed, if to the Company, to its Corporate Secretary, and if to Optionee, to his or her address now on file with the Company, or to such other address as either may designate in writing. Any notice shall be deemed to be duly given as of the date delivered in the case of personal delivery, or as of the second day after enclosed in a properly sealed envelope and deposited, postage prepaid, in a United States post office, in the case of mailed notice.

17. Relationship to Plan. This Agreement shall not alter the terms of the Plan. If there is a conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

18. Amendment. Except as provided herein or in the Plan, this Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and Optionee, and as approved by the Committee.

19. Construction; Severability. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

20. Compliance with Securities Laws. This Agreement shall be subject to the requirement that if at any time counsel to the Company shall determine that the listing, registration or qualification of the shares of Stock subject to the Option upon any securities exchange or under any state or federal law, or the consent or approval of any governmental or regulatory body, is necessary as a condition of, or in connection with, the issuance or purchase of

such shares thereunder, the Option may not be exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Committee. Nothing herein shall be deemed to require the Company to apply for or obtain such listing, registration or qualification.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the state of Delaware, without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, _____.

OPTIONEE

QEP RESOURCES, INC.

by _____

[NAME]

[TITLE]

Exhibit 10.4

QEP RESOURCES, INC.
2010 LONG-TERM STOCK INCENTIVE PLAN

INCENTIVE STOCK OPTION AGREEMENT

THIS INCENTIVE STOCK OPTION AGREEMENT (the "Agreement") is made effective as of [_____] (the "Effective Date"), between QEP Resources, Inc., a Delaware corporation (the "Company"), and _____ ("Optionee").

1. Grant of Option. Subject to the terms of this Agreement and the Company's 2010 Long-Term Stock Incentive Plan, as may be amended from time to time (the "Plan"), the Company grants Optionee an option ("Option") to purchase _____ shares of the Company's common stock, \$.01 par value ("Common Stock"), at a price of [\$_____] per share. The grant is made and the Option is effective as of the Effective Date.

2. Incentive Stock Option. This Option is intended to be an Incentive Stock Option to the maximum extent permissible under applicable law. In the event this Option, or any portion thereof, cannot be treated as an Incentive Stock Option under applicable law, whether because the value of the Common Stock covered under the Option exceeds the limits of Internal Revenue Code ("Code") Section 422, the Option remains outstanding following termination of employment beyond the holding periods of Code Section 422(a)(2), or otherwise, then this Option, or the relevant portion thereof, shall be classified as a "Nonqualified Stock Option."

3. Vesting; Exercisability. Unless sooner vested in accordance with this Agreement, the Option shall vest in installments as indicated in the following schedule, subject to Optionee's continued Service as an Employee from the Effective Date through such vesting dates (each, a "Vesting Date") indicated below:

| <u>Vesting Date</u> | <u>Number of Shares under the Option Vested on Each Date</u> |
|---------------------|--|
| _____ | _____ shares |
| _____ | _____ shares |
| _____ | _____ shares |

Once vested, the Option shall be exercisable in whole or in part, as elected by Optionee from time to time, until the Option expires in accordance with Sections 5 or 6 below. Installments not exercised after the applicable Vesting Date shall be cumulative, so that once an installment becomes vested, it shall continue to be vested.

4. Exercise of Option.

(a) Procedure for Exercise. If electing to exercise this Option as to all or a part of the shares covered by this Option, Optionee shall give written notice to the Company of such election and of the number of shares he or she has elected to purchase, in such form as the

Company's Compensation Committee (the "Committee") shall have prescribed or approved, and shall, at the time of exercise, tender the full purchase price of the shares Optionee has elected to purchase and make arrangements satisfactory to the Committee with respect to any withholding taxes required to be paid in connection with the exercise of the Option. Optionee may pay the purchase price using any of the following methods, or a combination thereof:

- (i) in cash,
- (ii) by certified check, cashier's check, or wire transfer, or

(iii) with the approval of the Committee at or prior to exercise, by tendering to the Company shares of Common Stock owned by Optionee for more than six (6) months (or such other period as the Committee determines is necessary to avoid adverse financial accounting treatment) having a Fair Market Value on the date of exercise equal to the value of the shares purchased under this Agreement.

(b) Issuance of Shares. Upon exercise of the Option, the Company shall transfer the purchased shares to Optionee electronically, or, if so requested by Optionee, by delivering a properly executed stock certificate for the shares in his or her name.

5. Expiration of Option; Termination of Employment. The Option shall expire at 11:59 P.M. on [] (the "Expiration Date"), or, if earlier, upon a qualifying Change in Control of the Company pursuant to Section 6(b). Whether an authorized leave of absence for military or governmental service shall constitute a termination of employment for purposes of this Agreement shall be determined by the Committee in accordance with applicable law.

(a) Termination of Employment (Other Than Due to Disability, Death or Approved Retirement or Following a Change in Control). If Optionee's employment with the Employer is terminated for any reason not described in Section 5(b), (c), or (d) below, then the Option shall immediately expire upon receipt by the Employer (if Optionee terminates his or her employment) or by Optionee (if the Employer terminates Optionee's employment) of the notice of termination.

(b) Termination as a Result of Disability or Death. In the event Optionee's employment is terminated because of his or her death or Disability, for a period of twelve (12) months following the date of termination, but not thereafter, any unexercised portion of the vested Option may be exercised by (i) Optionee or his or her legal guardian, in the event of Disability; or (ii) Optionee's designated beneficiary(ies) pursuant to Section 11, in the event of his or her death. For purposes of this Agreement, "Disability" shall mean a condition that renders Optionee unable to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Whether an Optionee's employment is terminated by reason of Disability shall be determined by the Committee.

(c) Termination upon an Approved Retirement. In the event Optionee terminates employment upon an Approved Retirement, Optionee shall be permitted to exercise the Option at any time prior to the Expiration Date or, if earlier, upon a qualifying Change in Control of the Company pursuant to Section 6(b). In any such case, the Option may be exercised only to the extent it was vested prior to Optionee's termination of employment. For purposes of this Agreement, an "Approved Retirement" shall mean Optionee's termination of employment with the Employer on or after attaining age fifty-five (55) and completing ten (10) years of continuous Service.

(d) Termination Following a Change in Control. In the event Optionee terminates employment for any reason within one (1) year following a Change in Control of the Company, the Option, if still outstanding following the application of Section 6(b), below, shall have vested in full, and Optionee shall be permitted to exercise the Option, for the longer of (i) twelve (12) months following the date of termination, or (ii) the post-termination exercise period described in Section 5(c) above that is otherwise applicable to Optionee's termination of employment.

(e) Death Following Termination of Employment. In the event Optionee dies after terminating employment but prior to the expiration of the applicable post-termination exercise period described in this Section above, then Optionee's beneficiary(ies) designated pursuant to Section 11 below shall be entitled to exercise the Option for the longer of (i) one (1) year following the date of death, or (ii) the post-termination exercise period described in this Section above that was initially applicable to Optionee's termination of employment. In such case, the Option may be exercised only to the extent it is then vested.

(f) No Extension Beyond Expiration Date. Neither Optionee nor any person claiming under or through Optionee shall be permitted to exercise any portion of the Option after the Expiration Date.

6. Change in Control of the Company.

(a) Accelerated Vesting. This Option shall become fully vested and exercisable upon a Change in Control of the Company, regardless of whether the employment-related vesting condition in Section 3 has been satisfied.

(b) Accelerated Expiration; Assumption or Substitution. This Option shall terminate and cease to be outstanding, if, pursuant to a Change in Control of the Company, there is a dissolution or liquidation of the Company or a merger or consolidation in which the Company is not the surviving corporation, unless the successor corporation in the transaction assumes and continues this Option or substitutes a new option for this Option on terms comparable to this Option.

7. Adjustments to Option. The number of shares of Common Stock covered by the Option and the price to be paid therefor shall be subject to adjustment as follows:

(a) Merger, Stock Split, Stock Dividend, Etc. In the event that the shares of Common Stock, as presently constituted, shall be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation

(whether by reason of merger, consolidation, recapitalization, reclassification, split-up, combination of shares or otherwise) or if the number of such shares of Common Stock shall be increased through the payment of a stock dividend, then there shall be substituted for or added to each share of Common Stock subject to this Option the number and kind of shares of stock or other securities into which each outstanding share of the Common Stock of the Company shall be so changed or for which each such share shall be exchanged or to which each such share shall be entitled, as the case may be. The Option shall also be appropriately amended as to price and other terms as may be necessary to reflect the foregoing events.

(b) Other Distributions and Changes in the Stock. If there shall be any other change in the number or kind of the outstanding shares of the Common Stock of the Company or of any stock or other securities into which such stock shall have been changed or for which it shall have been exchanged, and if the Committee, in its sole discretion, shall determine that such change equitably requires an adjustment in this Option, then such adjustment shall be made in accordance with such determination.

(c) General Adjustment Rules. All adjustments relating to stock or securities of the Company shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive. Fractional shares resulting from any adjustment in this Option pursuant to this Section 7 may be settled as the Committee shall determine. Notice of any adjustment shall be given to Optionee.

(d) Reservation of Rights. The grant of the Option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, to consolidate, to dissolve, to liquidate or to sell or transfer all or any part of its business or assets.

8. Tax Withholding Obligations.

(a) The Company's obligation to issue Common Stock pursuant to the exercise of this Option shall be subject to the requirement that Optionee make appropriate arrangements with the Company to provide for payment of all applicable tax withholdings, if any. Optionee may elect to satisfy such withholding liability by:

- (i) Payment to the Company in cash;
- (ii) Deduction from Optionee's regular pay;

(iii) Withholding of shares of Common Stock otherwise issuable to Optionee, with such shares having an aggregate Fair Market Value equal to the minimum amount required to be withheld or such lesser amount as may be elected by Optionee, provided that such withholding of shares does not result in an accounting charge to the Company; or

(iv) Transfer of a number of shares of Common Stock that were either acquired from the Company or by Optionee more than six (6) months prior to the transfer to the Company (or such longer period as may be requested by the Committee to avoid an accounting charge to the Company), with such shares having an aggregate Fair Market Value equal to the

amount required to be withheld or such lesser or greater amount as may be elected by Optionee, up to Optionee's marginal tax payment obligations associated with the Option exercise.

(b) All elections under this Section 8 shall be subject to the approval or disapproval of the Committee. The value of shares withheld or transferred shall be based on the Fair Market Value of the stock on the date that the amount of tax to be withheld is to be determined (the "Tax Date").

(c) All elections under this Section 8 shall be subject to the following restrictions:

(i) All elections must be made prior to the Tax Date;

(ii) All elections shall be irrevocable; and

(iii) If Optionee is an officer or director of the Company within the meaning of Section 16 of the 1934 Act ("Section 16"), Optionee must satisfy the requirements of such Section 16 and any applicable rules thereunder with respect to the use of stock to satisfy such tax withholding obligation.

9. Special Limitation. If so provided under the terms of the QEP Resources, Inc. Employee Investment Plan, as may be amended from time to time (the "Investment Plan"), Optionee will be prohibited from exercising the Option granted by this Agreement, in whole or in part, at any time that he or she is suspended from making 401(k) contributions to the Investment Plan as a result of receiving a hardship withdrawal from such plan.

10. Transferability.

(a) In General: No Lifetime Transfers. Except as provided in Section 10(b), below, the Option may not be transferred except by will or pursuant to the laws of descent and distribution, and it shall be exercisable during Optionee's life only by him or her, or in the event of Disability or incapacity, by his or her guardian or legal representative, and after his or her death, only by those entitled to do so under his or her will or the applicable laws of descent and distribution. Except as specifically provided herein, any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the Option or any right or privilege granted hereunder, or any levy, attachment, or similar process upon the rights and privileges herein conferred, shall be null and void.

(b) InterVivos Transfer to a Family Member. Optionee may transfer the Option, once it is vested and only to the extent such Option is classified as a Nonqualified Stock Option, to a Family Member or to a trust of which Family Members are the only beneficiaries (an "Inter-Vivos Transferee"). No transfer shall be effective unless Optionee notifies the Company of the transfer in writing and furnishes a copy of the documents that effect the transfer to the Company. The Inter-Vivos Transferee shall be subject to all of the terms of this Agreement, including, but not limited to, the vesting schedule, termination provisions, and the manner in which the Option may be exercised. The Committee may require that Optionee and the Inter-Vivos Transferee enter into an appropriate agreement with the Company providing for, among other things, the satisfaction of required tax withholding with respect to the exercise of

the transferred Option and such other terms and conditions as may be specified by the Committee. Except to the extent provided otherwise in such agreement, the Inter-Vivos Transferee shall have all of the rights and obligations of Optionee under this Agreement and the Plan; provided, however, that the Inter-Vivos Transferee shall not have any Common Stock withheld to pay withholding taxes unless the agreement referred to in the preceding sentence specifically provides otherwise.

11. Beneficiaries. Optionee may, from time to time, designate one or more beneficiaries who shall have the right to exercise any vested portion of the Option upon Optionee's death pursuant to the terms of this Agreement. Optionee's beneficiary designation shall be made in writing and shall be delivered to the Company. If Optionee has not designated a beneficiary(ies), or such designated beneficiary(ies) are not living at the time of Optionee's death, then the right to exercise any vested portion upon Optionee's death shall belong to Optionee's beneficiary designated under the Investment Plan, if any, or, if none, Optionee's beneficiary under the Company's basic life insurance plan, if any, or, if none, Optionee's estate. Company shall not be liable for any payment made pursuant to any written designation or for payment made to another individual prior to receiving a written designation or amended designation.

12. No Rights as Stockholder Prior to Exercise. Optionee or his or her transferee shall have no rights as a stockholder with respect to any shares covered by this Option until the date the shares are transferred electronically or the stock certificate is issued evidencing ownership of the shares. Except as otherwise provided in this Agreement, no adjustments shall be made for dividends (ordinary or extraordinary), whether in cash, securities or other property, or distributions or other rights, for which the record date is prior to the date the shares are transferred electronically or the stock certificate is issued.

13. Authority of Committee. Under the Plan, the Committee is vested with full authority to make such rules and regulations as it deems necessary or desirable to administer the Plan and to interpret the provisions of the Plan. Any determination, decision, or action of the Committee in connection with the construction, interpretation, administration or application of the Plan shall be final, conclusive and binding upon Optionee and any person claiming under or through Optionee.

14. No Right to Continued Employment. Nothing contained in this Agreement shall confer upon Optionee any right to remain in the employ of an Employer nor limit in any way the right of an Employer to terminate his or her employment at any time, with or without Cause.

15. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the Company and Optionee and their respective heirs, executors, administrators, legal representatives, successors and assigns.

16. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by hand delivery or by first class registered or certified mail, postage prepaid, addressed, if to the Company, to its Corporate Secretary, and if to Optionee, to his or her address now on file with the Company, or to such other address as either may designate in writing. Any notice shall be deemed to be duly given as of the date delivered in the

case of personal delivery, or as of the second day after enclosed in a properly sealed envelope and deposited, postage prepaid, in a United States post office, in the case of mailed notice.

17. Relationship to Plan. This Agreement shall not alter the terms of the Plan. If there is a conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

18. Amendment. Except as provided herein or in the Plan, this Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and Optionee, and as approved by the Committee.

19. Construction; Severability. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

20. Compliance with Securities Laws. This Agreement shall be subject to the requirement that if at any time counsel to the Company shall determine that the listing, registration or qualification of the shares of Stock subject to the Option upon any securities exchange or under any state or federal law, or the consent or approval of any governmental or regulatory body, is necessary as a condition of, or in connection with, the issuance or purchase of such shares thereunder, the Option may not be exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Committee. Nothing herein shall be deemed to require the Company to apply for or obtain such listing, registration or qualification.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the state of Delaware, without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, _____.

OPTIONEE

QEP RESOURCES, INC.

by _____

[NAME]

[TITLE]

Exhibit 10.5

QEP RESOURCES INC.
2010 LONG-TERM STOCK INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the "Agreement") is made as of this ____ day of _____ (the "Effective Date"), between QEP Resources, Inc., a Delaware corporation (the "Company"), and _____ ("Grantee").

1. **Grant of Restricted Stock.** Subject to the terms and conditions of this Agreement and the QEP Resources, Inc. 2010 Long-Term Stock Incentive Plan, as may be amended from time to time (the "Plan"), for good and valuable consideration, on the Effective Date, the Company hereby issues to Grantee _____ shares of the Company's Common Stock, \$.01 par value, subject to certain restrictions thereon (the "Restricted Stock").

2. **Restrictions.** Shares of Restricted Stock may not be sold, assigned, transferred by gift or otherwise, pledged, hypothecated, or otherwise disposed of, by operation of law or otherwise, and shall be subject to forfeiture in accordance with the provisions of Section 5, below, until Grantee becomes vested in the Restricted Stock. Upon vesting, the restrictions in this Section 2 shall lapse, the Restricted Stock shall no longer be subject to forfeiture, and Grantee may transfer shares of Restricted Stock in accordance with the Securities Act of 1933 and other applicable securities laws.

3. **Enforcement of Restrictions.** To enforce the restrictions set forth in Section 2, shares of Restricted Stock may be held in electronic form in an account by the Company's transfer agent or other designee until the restrictions set forth in Section 2 have lapsed with respect to such shares, or such shares are forfeited, whichever is earlier. In the event the Compensation Committee of the Company's Board of Directors (the "Committee") elects not to hold the shares in electronic form, the Restricted Stock may be evidenced in such manner as the Committee shall determine, including, but not limited to, the issuance of share certificates in the name of Grantee. In such case, Grantee appoints its Corporate Secretary, or any other person designated by the Company as escrow agent, as attorney-in-fact to assign and transfer to the Company any shares of Restricted Stock forfeited by Grantee pursuant to Section 5 below, and shall, upon execution of this Agreement, deliver and deposit with Grantee's attorney-in-fact any share certificates representing the Restricted Stock, together with a stock assignment duly endorsed in blank. The stock assignment and any share certificates shall be held by Grantee's attorney-in-fact until the restrictions set forth in Section 2 have lapsed with respect to the shares of Restricted Stock, or such shares are forfeited, whichever is earlier.

4. **Vesting; Lapse of Restrictions.**

(a) **General.** Except as provided otherwise in this Agreement, the Restricted Stock shall vest as indicated in the following schedule, subject to Grantee's continued Service as an Employee from the Effective Date until the vesting dates indicated below (each, a "Vesting Date"):

| <u>Vesting Date</u> | <u>Shares Vested on Each Date</u> |
|---------------------|-----------------------------------|
| | |
| | |
| | |

The number of shares of Restricted Stock that are vested shall be cumulative, so that once a share becomes vested, it shall continue to be vested.

If the Vesting Date falls on a day when the New York Stock Exchange (NYSE) is closed, the Vesting Date will occur on the next day that the NYSE is open. In the event that the Vesting Date falls on a day when trading in the Common Stock has been suspended, the Vesting Date will occur on the next full day after trading resumes.

(b) Change in Control of the Company. Immediately prior to the occurrence of a Change in Control of the Company, any unvested shares of the Restricted Stock shall vest in full and the restrictions set forth in Section 2 shall lapse in their entirety.

5. Termination of Employment; Forfeiture of Restricted Stock. For purposes of this Section 5, "Cause" and "Good Reason" shall have the meanings given such terms in the employment agreement then in effect between Grantee and the Company.

(a) Termination for Cause or Without Good Reason. If Grantee's employment with the Employer is terminated either by the Company for Cause or by Grantee without Good Reason (and not for any reason described in Section 5(c) below) prior to any Vesting Date, Grantee shall forfeit all shares of Restricted Stock that are not yet vested at the time of such termination.

(b) Termination Without Cause or For Good Reason. If Grantee's employment with the Employer is terminated either by the Company without Cause or by Grantee for Good Reason (and not for any reason described in Section 5(c) below), any unvested shares of the Restricted Stock shall vest in full and the restrictions set forth in Section 2 shall lapse in their entirety.

(c) Death or Disability. If Grantee's employment with the Employer is terminated due to Grantee's death or Disability prior to any Vesting Date, any unvested shares of Restricted Stock shall vest in full and the restrictions set forth in Section 2 shall lapse in their entirety.

(d) Manner of Forfeiture. Any shares of Restricted Stock forfeited by Grantee pursuant to this Section 5 shall promptly be transferred to the Company without the payment of any consideration therefor, and Grantee or Grantee's attorney-in-fact, shall execute all documents and take all actions as shall be necessary or desirable to promptly effectuate such transfer. On and after the time at which any shares are required to be transferred to the

Company, the Company shall not pay any dividend to Grantee on account of such shares or permit Grantee to exercise any of the privileges or rights of a stockholder with respect to the shares but shall, in so far as permitted by law, treat the Company as owner of the shares.

6. Effect of Prohibited Transfer. If any transfer of Restricted Stock is made or attempted to be made contrary to the terms of this Agreement, the Company shall have the right to acquire for its own account, without the payment of any consideration therefor, such shares from the owner thereof or his or her transferee, at any time before or after such prohibited transfer. In addition to any other legal or equitable remedies it may have, the Company may enforce its rights to specific performance to the extent permitted by law and may exercise such other equitable remedies then available to it. The Company may refuse for any purpose to recognize any transferee who receives shares contrary to the provisions of this Agreement as a stockholder of the Company and may retain and/or recover all dividends on such shares that were paid or payable subsequent to the date on which the prohibited transfer was made or attempted.

7. Legend. Any certificates representing Restricted Stock shall have affixed thereto the following legend or a legend that is substantially similar thereto:

“The shares of Stock represented by this certificate are subject to all of the terms of a Restricted Stock Agreement between QEP Resources, Inc. (the “Company”) and the registered owner (“Owner”) of this Certificate (the “Agreement”) and to the terms of the QEP Resources, Inc. 2010 Long-Term Stock Incentive Plan (the “Plan”). Copies of the Agreement and the Plan are on file at the office of the Company. The Agreement, among other things, limits the right of the Owner to transfer the shares represented by this Certificate and provides in certain circumstances that all or a portion of the shares must be returned to the Company.”

8. Rights of a Stockholder. Subject to the restrictions imposed by Section 2 and the terms of any other relevant sections hereof, Grantee shall have all of the voting, dividend, liquidation and other rights of a stockholder with respect to the Restricted Stock.

9. Adjustments to Restricted Stock.

(a) Adjustment by Merger, Stock Split, Stock Dividend, Etc. If the Common Stock, as presently constituted, shall be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation (whether by reason of merger, consolidation, recapitalization, reclassification, stock split, spinoff, combination of shares or otherwise), or if the number of such shares of stock shall be increased through the payment of a stock dividend, then there shall be substituted for or added to each share of Restricted Stock, the number and kind of shares of stock or other securities into which each outstanding share of Restricted Stock shall be so changed or for which each such share shall be exchanged or to which each such share shall be entitled, as the case may be.

(b) Other Distributions and Changes in the Stock. In the event there shall be any other change affecting the number or kind of the outstanding shares of the Common Stock, or any stock or other securities into which the stock shall have been changed or for which it shall

have been exchanged, then if the Committee shall, in its sole discretion, determine that the change equitably requires an adjustment in the shares of Restricted Stock, an adjustment shall be made in accordance with such determination.

(c) General Adjustment Rules. All adjustments relating to stock or securities of the Company shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive. Fractional shares resulting from any adjustment to the Restricted Stock pursuant to this Section 9 may be settled as the Committee shall determine. Notice of any adjustment shall be given to Grantee.

(d) Reservation of Rights. The issuance of Restricted Stock shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, to consolidate, to dissolve, to liquidate or to sell or transfer all or any part of its business or assets.

10. Tax Consequences. Set forth below is a brief summary as of the date of grant of certain United States federal income tax consequences of the award of the Restricted Stock. THIS SUMMARY DOES NOT ADDRESS EMPLOYMENT, SPECIFIC STATE, LOCAL OR FOREIGN TAX CONSEQUENCES THAT MAY BE APPLICABLE TO GRANTEE. GRANTEE UNDERSTANDS THAT THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE.

Unless Grantee makes a Section 83(b) election as described below, Grantee shall recognize ordinary income at the time or times the shares of Restricted Stock are released from the restrictions in Section 2, in an amount equal to the Fair Market Value of the shares on such date(s) less the amount paid, if any, for such shares, and the Company shall collect all applicable withholding taxes with respect to such income.

11. Tax Withholding Obligations.

(a) Upon taxation of the Restricted Stock, Grantee shall make appropriate arrangements with the Company to provide for the payment of all applicable tax withholdings. Grantee may elect to satisfy such withholding liability by:

(i) Payment to the Company in cash;

(ii) Deduction from Grantee's regular pay;

(iii) Withholding of a number of shares of vested Restricted Stock having an aggregate Fair Market Value equal to the minimum amount required to be withheld or such lesser amount as may be elected by Grantee; or

(iv) Transfer to the Company of a number of shares of Common Stock that were acquired by Grantee more than six (6) months prior to the transfer to the Company, with such shares having an aggregate Fair Market Value equal to the amount required to be withheld or such lesser or greater amount as may be elected by Grantee, up to Grantee's marginal tax payment obligations associated with the taxation of the Restricted Stock.

(b) All elections under this Section 11 shall be subject to the approval or disapproval of the Committee. The value of shares withheld or transferred shall be based on the Fair Market Value of the stock on the date that the amount of tax to be withheld is to be determined (the "Tax Date").

(c) All elections under this Section 11 shall be subject to the following restrictions:

(i) All elections must be made prior to the Tax Date;

(ii) All elections shall be irrevocable; and

(iii) If Grantee is an officer or director of the Company within the meaning of Section 16 of the 1934 Act ("Section 16"), Grantee must satisfy the requirements of such Section 16 and any applicable rules thereunder with respect to the use of stock to satisfy such tax withholding obligation.

12. Section 83(b) Election. Grantee hereby acknowledges that he or she has been informed that he or she may file with the Internal Revenue Service, within thirty (30) days of the Effective Date, an election pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to be taxed as of the Effective Date on the amount by which the Fair Market Value of the Restricted Stock as of such date exceeds the price paid for such shares, if any.

IF GRANTEE CHOOSES TO FILE AN ELECTION UNDER SECTION 83(b) OF THE CODE, GRANTEE ACKNOWLEDGES THAT IT IS GRANTEE'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b) OF THE CODE, EVEN IF GRANTEE REQUESTS THE COMPANY OR ITS REPRESENTATIVE TO MAKE THIS FILING ON GRANTEE'S BEHALF.

BY SIGNING THIS AGREEMENT, GRANTEE REPRESENTS THAT HE OR SHE HAS REVIEWED WITH HIS OR HER OWN TAX ADVISORS THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND THAT HE OR SHE IS RELYING SOLELY ON SUCH ADVISORS AND NOT ON ANY STATEMENTS OR REPRESENTATIONS OF THE COMPANY OR ANY OF ITS AGENTS. GRANTEE UNDERSTANDS AND AGREES THAT HE OR SHE (AND NOT THE COMPANY) SHALL BE RESPONSIBLE FOR ANY TAX LIABILITY THAT MAY ARISE AS A RESULT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

13. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by hand delivery or by first class registered or certified mail, postage prepaid, addressed, if to the Company, to its Corporate Secretary, and if to Grantee, to his or her address now on file with the Company, or to such other address as either may designate in writing. Any notice shall be deemed to be duly given as of the date delivered in the case of personal delivery, or as of the second day after enclosed in a properly sealed envelope and deposited, postage prepaid, in a United States post office, in the case of mailed notice.

14. Amendment. Except as provided herein, this Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and Grantee, and as approved by the Committee.

15. Relationship to Plan. This Agreement shall not alter the terms of the Plan. If there is a conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail. Capitalized terms used in this Agreement but not defined herein shall have the meaning given such terms in the Plan.

16. Construction; Severability. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

17. Waiver. Any provision contained in this Agreement may be waived, either generally or in any particular instance, by the Committee appointed under the Plan, but only to the extent permitted under the Plan.

18. Entire Agreement; Binding Effect. Once accepted, this Agreement, the terms and conditions of the Plan, and the award of Restricted Stock set forth herein, constitute the entire agreement between Grantee and the Company governing such award of Restricted Stock, and shall be binding upon and inure to the benefit of the Company and to Grantee and to the Company's and Grantee's respective heirs, executors, administrators, legal representatives, successors and assigns.

19. No Rights to Employment. Nothing contained in this Agreement shall be construed as giving Grantee any right to be retained in the employ of your Employer and this Agreement is limited solely to governing the rights and obligations of Grantee with respect to the Restricted Stock.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTEE

QEP RESOURCES, INC.

[Name]

by
[NAME]
[TITLE]

QEP RESOURCES INC.
2010 LONG-TERM STOCK INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the "Agreement") is made as of this ____ day of _____ (the "Effective Date"), between QEP Resources, Inc., a Delaware corporation (the "Company"), and _____ ("Grantee").

1. **Grant of Restricted Stock.** Subject to the terms and conditions of this Agreement and the QEP Resources, Inc. 2010 Long-Term Stock Incentive Plan, as may be amended from time to time (the "Plan"), for good and valuable consideration, on the Effective Date, the Company hereby issues to Grantee _____ shares of the Company's Common Stock, \$.01 par value, subject to certain restrictions thereon (the "Restricted Stock").

2. **Restrictions.** Shares of Restricted Stock may not be sold, assigned, transferred by gift or otherwise, pledged, hypothecated, or otherwise disposed of, by operation of law or otherwise, and shall be subject to forfeiture in accordance with the provisions of Section 5, below, until Grantee becomes vested in the Restricted Stock. Upon vesting, the restrictions in this Section 2 shall lapse, the Restricted Stock shall no longer be subject to forfeiture, and Grantee may transfer shares of Restricted Stock in accordance with the Securities Act of 1933 and other applicable securities laws.

3. **Enforcement of Restrictions.** To enforce the restrictions set forth in Section 2, shares of Restricted Stock may be held in electronic form in an account by the Company's transfer agent or other designee until the restrictions set forth in Section 2 have lapsed with respect to such shares, or such shares are forfeited, whichever is earlier. In the event the Compensation Committee of the Company's Board of Directors (the "Committee") elects not to hold the shares in electronic form, the Restricted Stock may be evidenced in such manner as the Committee shall determine, including, but not limited to, the issuance of share certificates in the name of Grantee. In such case, Grantee appoints its Corporate Secretary, or any other person designated by the Company as escrow agent, as attorney-in-fact to assign and transfer to the Company any shares of Restricted Stock forfeited by Grantee pursuant to Section 5 below, and shall, upon execution of this Agreement, deliver and deposit with Grantee's attorney-in-fact any share certificates representing the Restricted Stock, together with a stock assignment duly endorsed in blank. The stock assignment and any share certificates shall be held by Grantee's attorney-in-fact until the restrictions set forth in Section 2 have lapsed with respect to the shares of Restricted Stock, or such shares are forfeited, whichever is earlier.

4. **Vesting; Lapse of Restrictions.**

(a) **General.** Except as provided otherwise in this Agreement, the Restricted Stock shall vest as indicated in the following schedule, subject to Grantee's continued Service as an Employee from the Effective Date until the vesting dates indicated below (each, a "Vesting Date"):

| <u>Vesting Date</u> | <u>Shares Vested on Each Date</u> |
|---------------------|-----------------------------------|
| | |
| | |
| | |

The number of shares of Restricted Stock that are vested shall be cumulative, so that once a share becomes vested, it shall continue to be vested.

If the Vesting Date falls on a day when the New York Stock Exchange (NYSE) is closed, the Vesting Date will occur on the next day that the NYSE is open. In the event that the Vesting Date falls on a day when trading in the Common Stock has been suspended, the Vesting Date will occur on the next full day after trading resumes.

(b) Change in Control of the Company. Immediately prior to the occurrence of a Change in Control of the Company, any unvested shares of the Restricted Stock shall vest in full and the restrictions set forth in Section 2 shall lapse in their entirety.

5. Termination of Employment; Forfeiture of Restricted Stock

(a) Death or Disability. If Grantee's employment with the Employer is terminated due to Grantee's death or Disability prior to any Vesting Date, any unvested shares of Restricted Stock shall vest in full and the restrictions set forth in Section 2 shall lapse in their entirety.

(b) Termination of Employment (Other Than Due to Death or Disability). If Grantee's employment with the Employer is terminated for any reason other than death or Disability prior to any Vesting Date, Grantee shall forfeit all shares of Restricted Stock that are not yet vested at the time of such termination.

(c) Manner of Forfeiture. Any shares of Restricted Stock forfeited by Grantee pursuant to this Section 5 shall promptly be transferred to the Company without the payment of any consideration therefor, and Grantee or Grantee's attorney-in-fact, shall execute all documents and take all actions as shall be necessary or desirable to promptly effectuate such transfer. On and after the time at which any shares are required to be transferred to the Company, the Company shall not pay any dividend to Grantee on account of such shares or permit Grantee to exercise any of the privileges or rights of a stockholder with respect to the shares but shall, in so far as permitted by law, treat the Company as owner of the shares.

6. Effect of Prohibited Transfer. If any transfer of Restricted Stock is made or attempted to be made contrary to the terms of this Agreement, the Company shall have the right to acquire for its own account, without the payment of any consideration therefor, such shares from the owner thereof or his or her transferee, at any time before or after such prohibited

transfer. In addition to any other legal or equitable remedies it may have, the Company may enforce its rights to specific performance to the extent permitted by law and may exercise such other equitable remedies then available to it. The Company may refuse for any purpose to recognize any transferee who receives shares contrary to the provisions of this Agreement as a stockholder of the Company and may retain and/or recover all dividends on such shares that were paid or payable subsequent to the date on which the prohibited transfer was made or attempted.

7. Legend. Any certificates representing Restricted Stock shall have affixed thereto the following legend or a legend that is substantially similar thereto:

“The shares of Stock represented by this certificate are subject to all of the terms of a Restricted Stock Agreement between QEP Resources, Inc. (the “Company”) and the registered owner (“Owner”) of this Certificate (the “Agreement”) and to the terms of the QEP Resources, Inc. 2010 Long-Term Stock Incentive Plan (the “Plan”). Copies of the Agreement and the Plan are on file at the office of the Company. The Agreement, among other things, limits the right of the Owner to transfer the shares represented by this Certificate and provides in certain circumstances that all or a portion of the shares must be returned to the Company.”

8. Rights of a Stockholder. Subject to the restrictions imposed by Section 2 and the terms of any other relevant sections hereof, Grantee shall have all of the voting, dividend, liquidation and other rights of a stockholder with respect to the Restricted Stock.

9. Adjustments to Restricted Stock.

(a) Adjustment by Merger, Stock Split, Stock Dividend, Etc. If the Common Stock, as presently constituted, shall be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation (whether by reason of merger, consolidation, recapitalization, reclassification, stock split, spinoff, combination of shares or otherwise), or if the number of such shares of stock shall be increased through the payment of a stock dividend, then there shall be substituted for or added to each share of Restricted Stock, the number and kind of shares of stock or other securities into which each outstanding share of Restricted Stock shall be so changed or for which each such share shall be exchanged or to which each such share shall be entitled, as the case may be.

(b) Other Distributions and Changes in the Stock. In the event there shall be any other change affecting the number or kind of the outstanding shares of the Common Stock, or any stock or other securities into which the stock shall have been changed or for which it shall have been exchanged, then if the Committee shall, in its sole discretion, determine that the change equitably requires an adjustment in the shares of Restricted Stock, an adjustment shall be made in accordance with such determination.

(c) General Adjustment Rules. All adjustments relating to stock or securities of the Company shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive. Fractional shares resulting from any adjustment to the Restricted

Stock pursuant to this Section 9 may be settled as the Committee shall determine. Notice of any adjustment shall be given to Grantee.

(d) Reservation of Rights. The issuance of Restricted Stock shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, to consolidate, to dissolve, to liquidate or to sell or transfer all or any part of its business or assets.

10. Tax Consequences. Set forth below is a brief summary as of the date of grant of certain United States federal income tax consequences of the award of the Restricted Stock. THIS SUMMARY DOES NOT ADDRESS EMPLOYMENT, SPECIFIC STATE, LOCAL OR FOREIGN TAX CONSEQUENCES THAT MAY BE APPLICABLE TO GRANTEE. GRANTEE UNDERSTANDS THAT THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE.

Unless Grantee makes a Section 83(b) election as described below, Grantee shall recognize ordinary income at the time or times the shares of Restricted Stock are released from the restrictions in Section 2, in an amount equal to the Fair Market Value of the shares on such date(s) less the amount paid, if any, for such shares, and the Company shall collect all applicable withholding taxes with respect to such income.

11. Tax Withholding Obligations.

(a) Upon taxation of the Restricted Stock, Grantee shall make appropriate arrangements with the Company to provide for the payment of all applicable tax withholdings. Grantee may elect to satisfy such withholding liability by:

- (i) Payment to the Company in cash;
- (ii) Deduction from Grantee's regular pay;

(iii) Withholding of a number of shares of vested Restricted Stock having an aggregate Fair Market Value equal to the minimum amount required to be withheld or such lesser amount as may be elected by Grantee; or

(iv) Transfer to the Company of a number of shares of Common Stock that were acquired by Grantee more than six (6) months prior to the transfer to the Company, with such shares having an aggregate Fair Market Value equal to the amount required to be withheld or such lesser or greater amount as may be elected by Grantee, up to Grantee's marginal tax payment obligations associated with the taxation of the Restricted Stock.

(b) All elections under this Section 11 shall be subject to the approval or disapproval of the Committee. The value of shares withheld or transferred shall be based on the Fair Market Value of the stock on the date that the amount of tax to be withheld is to be determined (the "Tax Date").

(c) All elections under this Section 11 shall be subject to the following restrictions:

(i) All elections must be made prior to the Tax Date;

(ii) All elections shall be irrevocable; and

(iii) If Grantee is an officer or director of the Company within the meaning of Section 16 of the 1934 Act ("Section 16"), Grantee must satisfy the requirements of such Section 16 and any applicable rules thereunder with respect to the use of stock to satisfy such tax withholding obligation.

12. Section 83(b) Election. Grantee hereby acknowledges that he or she has been informed that he or she may file with the Internal Revenue Service, within thirty (30) days of the Effective Date, an election pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to be taxed as of the Effective Date on the amount by which the Fair Market Value of the Restricted Stock as of such date exceeds the price paid for such shares, if any.

IF GRANTEE CHOOSES TO FILE AN ELECTION UNDER SECTION 83(b) OF THE CODE, GRANTEE ACKNOWLEDGES THAT IT IS GRANTEE'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b) OF THE CODE, EVEN IF GRANTEE REQUESTS THE COMPANY OR ITS REPRESENTATIVE TO MAKE THIS FILING ON GRANTEE'S BEHALF.

BY SIGNING THIS AGREEMENT, GRANTEE REPRESENTS THAT HE OR SHE HAS REVIEWED WITH HIS OR HER OWN TAX ADVISORS THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND THAT HE OR SHE IS RELYING SOLELY ON SUCH ADVISORS AND NOT ON ANY STATEMENTS OR REPRESENTATIONS OF THE COMPANY OR ANY OF ITS AGENTS. GRANTEE UNDERSTANDS AND AGREES THAT HE OR SHE (AND NOT THE COMPANY) SHALL BE RESPONSIBLE FOR ANY TAX LIABILITY THAT MAY ARISE AS A RESULT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

13. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by hand delivery or by first class registered or certified mail, postage prepaid, addressed, if to the Company, to its Corporate Secretary, and if to Grantee, to his or her address now on file with the Company, or to such other address as either may designate in writing. Any notice shall be deemed to be duly given as of the date delivered in the case of personal delivery, or as of the second day after enclosed in a properly sealed envelope and deposited, postage prepaid, in a United States post office, in the case of mailed notice.

14. Amendment. Except as provided herein, this Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and Grantee, and as approved by the Committee.

15. Relationship to Plan. This Agreement shall not alter the terms of the Plan. If there is a conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail. Capitalized terms used in this Agreement but not defined herein shall have the meaning given such terms in the Plan.

16. Construction; Severability. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

17. Waiver. Any provision contained in this Agreement may be waived, either generally or in any particular instance, by the Committee appointed under the Plan, but only to the extent permitted under the Plan.

18. Entire Agreement; Binding Effect. Once accepted, this Agreement, the terms and conditions of the Plan, and the award of Restricted Stock set forth herein, constitute the entire agreement between Grantee and the Company governing such award of Restricted Stock, and shall be binding upon and inure to the benefit of the Company and to Grantee and to the Company's and Grantee's respective heirs, executors, administrators, legal representatives, successors and assigns.

19. No Rights to Employment. Nothing contained in this Agreement shall be construed as giving Grantee any right to be retained in the employ of your Employer and this Agreement is limited solely to governing the rights and obligations of Grantee with respect to the Restricted Stock.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTEE

QEP RESOURCES, INC.

[Name]

by
[NAME]
[TITLE]

Exhibit 10.7

QEP RESOURCES, INC.
2010 LONG-TERM STOCK INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the "Agreement") is made as of this ____ day of _____ (the "Effective Date"), between QEP Resources, Inc., a Delaware corporation (the "Company"), and _____ ("Grantee").

1. **Grant of Restricted Stock.** Subject to the terms and conditions of this Agreement and the QEP Resources, Inc. 2010 Long-Term Stock Incentive Plan, as may be amended from time to time (the "Plan"), for good and valuable consideration, on the Effective Date, the Company hereby issues to Grantee _____ shares of the Company's Common Stock, \$.01 par value, subject to certain restrictions thereon (the "Restricted Stock").

2. **Restrictions.** Shares of Restricted Stock may not be sold, assigned, transferred by gift or otherwise, pledged, hypothecated, or otherwise disposed of, by operation of law or otherwise, and shall be subject to forfeiture in accordance with the provisions of Section 5, below, until Grantee becomes vested in the Restricted Stock. Upon vesting, the restrictions in this Section 2 shall lapse, the Restricted Stock shall no longer be subject to forfeiture, and Grantee may transfer shares of Restricted Stock in accordance with the Securities Act of 1933 and other applicable securities laws.

3. **Enforcement of Restrictions.** To enforce the restrictions set forth in Section 2, shares of Restricted Stock may be held in electronic form in an account by the Company's transfer agent or other designee until the restrictions set forth in Section 2 have lapsed with respect to such shares, or such shares are forfeited, whichever is earlier. In the event the Compensation Committee of the Company's Board of Directors (the "Committee") elects not to hold the shares in electronic form, the Restricted Stock may be evidenced in such manner as the Committee shall determine, including, but not limited to, the issuance of share certificates in the name of Grantee. In such case, Grantee appoints its Corporate Secretary, or any other person designated by the Company as escrow agent, as attorney-in-fact to assign and transfer to the Company any shares of Restricted Stock forfeited by Grantee pursuant to Section 5 below, and shall, upon execution of this Agreement, deliver and deposit with Grantee's attorney-in-fact any share certificates representing the Restricted Stock, together with a stock assignment duly endorsed in blank. The stock assignment and any share certificates shall be held by Grantee's attorney-in-fact until the restrictions set forth in Section 2 have lapsed with respect to the shares of Restricted Stock, or such shares are forfeited, whichever is earlier.

4. **Vesting; Lapse of Restrictions.**

(a) **General.** Except as provided otherwise in this Agreement, the Restricted Stock shall vest as indicated in the following schedule, subject to Grantee's continued Service as a member of the Board from the Effective Date until the vesting dates indicated below (each, a "Vesting Date"):

| <u>Vesting Date</u> | <u>Shares Vested on Each Date</u> |
|---------------------|-----------------------------------|
| | |
| | |
| | |

The number of shares of Restricted Stock that are vested shall be cumulative, so that once a share becomes vested, it shall continue to be vested.

If the Vesting Date falls on a day when the New York Stock Exchange (NYSE) is closed, the Vesting Date will occur on the next day that the NYSE is open. In the event that the Vesting Date falls on a day when trading in the Common Stock has been suspended, the Vesting Date will occur on the next full day after trading resumes.

(b) Change in Control of the Company. Immediately prior to the occurrence of a Change in Control of the Company, any unvested shares of the Restricted Stock shall vest in full and the restrictions set forth in Section 2 shall lapse in their entirety.

5. Termination of Service; Forfeiture of Restricted Stock.

(a) Accelerated Vesting. If Grantee ceases to be a member of the Board on account of death, Disability, mandatory retirement at age 72, or failure to be renominated for any reason (including at Grantee's or the Company's request) other than failure to adequately perform his or her duties as a member of the Board, the Restricted Stock, to the extent not yet vested, shall vest in full and the restrictions set forth in Section 2 shall lapse in their entirety.

(b) Other Terminations. If Grantee's directorship with the Company terminates for any reason not stated in Section 5(a) above, Grantee shall forfeit all shares of Restricted Stock that are not yet vested at the time of such termination.

(c) Manner of Forfeiture. Any shares of Restricted Stock forfeited by Grantee pursuant to this Section 5 shall promptly be transferred to the Company without the payment of any consideration therefor, and Grantee, or Grantee's attorney-in-fact, shall execute all documents and take all actions as shall be necessary or desirable to promptly effectuate such transfer. On and after the time at which any shares are required to be transferred to the Company, the Company shall not pay any dividend to Grantee on account of such shares or permit Grantee to exercise any of the privileges or rights of a stockholder with respect to the shares but shall, in so far as permitted by law, treat the Company as owner of the shares.

6. Effect of Prohibited Transfer. If any transfer of Restricted Stock is made or attempted to be made contrary to the terms of this Agreement, the Company shall have the right to acquire for its own account, without the payment of any consideration therefor, such shares from the owner thereof or his or her transferee, at any time before or after such prohibited

transfer. In addition to any other legal or equitable remedies it may have, the Company may enforce its rights to specific performance to the extent permitted by law and may exercise such other equitable remedies then available to it. The Company may refuse for any purpose to recognize any transferee who receives shares contrary to the provisions of this Agreement as a stockholder of the Company and may retain and/or recover all dividends on such shares that were paid or payable subsequent to the date on which the prohibited transfer was made or attempted.

7. Legend. Any certificates representing Restricted Stock shall have affixed thereto the following legend or a legend that is substantially similar thereto:

“The shares of Stock represented by this certificate are subject to all of the terms of a Restricted Stock Agreement between QEP Resources, Inc. (the “Company”) and the registered owner (“Owner”) of this Certificate (the “Agreement”) and to the terms of the QEP Resources, Inc. 2010 Long-Term Stock Incentive Plan (the “Plan”). Copies of the Agreement and the Plan are on file at the office of the Company. The Agreement, among other things, limits the right of the Owner to transfer the shares represented by this Certificate and provides in certain circumstances that all or a portion of the shares must be returned to the Company.”

8. Rights of a Stockholder. Subject to the restrictions imposed by Section 2 and the terms of any other relevant sections hereof, Grantee shall have all of the voting, dividend, liquidation and other rights of a stockholder with respect to the Restricted Stock.

9. Adjustments to Restricted Stock.

(a) Adjustment by Merger, Stock Split, Stock Dividend, Etc. If the Common Stock, as presently constituted, shall be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation (whether by reason of merger, consolidation, recapitalization, reclassification, stock split, spinoff, combination of shares or otherwise), or if the number of such shares of stock shall be increased through the payment of a stock dividend, then there shall be substituted for or added to each share of Restricted Stock, the number and kind of shares of stock or other securities into which each outstanding share of Restricted Stock shall be so changed or for which each such share shall be exchanged or to which each such share shall be entitled, as the case may be.

(b) Other Distributions and Changes in the Stock. In the event there shall be any other change affecting the number or kind of the outstanding shares of the Common Stock, or any stock or other securities into which the stock shall have been changed or for which it shall have been exchanged, then if the Committee shall, in its sole discretion, determine that the change equitably requires an adjustment in the shares of Restricted Stock, an adjustment shall be made in accordance with such determination.

(c) General Adjustment Rules. All adjustments relating to stock or securities of the Company shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive. Fractional shares resulting from any adjustment to the Restricted

Stock pursuant to this Section 9 may be settled as the Committee shall determine. Notice of any adjustment shall be given to Grantee.

(d) Reservation of Rights. The issuance of Restricted Stock shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, to consolidate, to dissolve, to liquidate or to sell or transfer all or any part of its business or assets.

10. Tax Consequences. Set forth below is a brief summary as of the date of grant of certain United States federal income tax consequences of the award of the Restricted Stock. THIS SUMMARY DOES NOT ADDRESS SPECIFIC STATE, LOCAL OR FOREIGN TAX CONSEQUENCES THAT MAY BE APPLICABLE TO GRANTEE. GRANTEE UNDERSTANDS THAT THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE.

Unless Grantee makes a Section 83(b) election as described below, Grantee shall recognize ordinary income at the time or times the shares of Restricted Stock are released from the restrictions in Section 2, in an amount equal to the Fair Market Value of the shares on such date(s) less the amount paid, if any, for such shares.

11. Section 83(b) Election. Grantee hereby acknowledges that he or she has been informed that he or she may file with the Internal Revenue Service, within thirty (30) days of the Effective Date, an election pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to be taxed as of the Effective Date on the amount by which the Fair Market Value of the Restricted Stock as of such date exceeds the price paid for such shares, if any.

IF GRANTEE CHOOSES TO FILE AN ELECTION UNDER SECTION 83(b) OF THE CODE, GRANTEE ACKNOWLEDGES THAT IT IS GRANTEE'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b) OF THE CODE, EVEN IF GRANTEE REQUESTS THE COMPANY OR ITS REPRESENTATIVE TO MAKE THIS FILING ON GRANTEE'S BEHALF.

BY SIGNING THIS AGREEMENT, GRANTEE REPRESENTS THAT HE OR SHE HAS REVIEWED WITH HIS OR HER OWN TAX ADVISORS THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND THAT HE OR SHE IS RELYING SOLELY ON SUCH ADVISORS AND NOT ON ANY STATEMENTS OR REPRESENTATIONS OF THE COMPANY OR ANY OF ITS AGENTS. GRANTEE UNDERSTANDS AND AGREES THAT HE OR SHE (AND NOT THE COMPANY) SHALL BE RESPONSIBLE FOR ANY TAX LIABILITY THAT MAY ARISE AS A RESULT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

12. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by hand delivery or by first class registered or certified mail, postage prepaid, addressed, if to the Company, to its Corporate Secretary, and if to Grantee, to his or her address now on file with the Company, or to such other address as either may

designate in writing. Any notice shall be deemed to be duly given as of the date delivered in the case of personal delivery, or as of the second day after enclosed in a properly sealed envelope and deposited, postage prepaid, in a United States post office, in the case of mailed notice.

13. Amendment. Except as provided herein, this Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and Grantee, and as approved by the Committee.

14. Relationship to Plan. This Agreement shall not alter the terms of the Plan. If there is a conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail. Capitalized terms used in this Agreement but not defined herein shall have the meaning given such terms in the Plan.

15. Construction; Severability. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

16. Waiver. Any provision contained in this Agreement may be waived, either generally or in any particular instance, by the Committee appointed under the Plan, but only to the extent permitted under the Plan.

17. Entire Agreement; Binding Effect. Once accepted, this Agreement, the terms and conditions of the Plan, and the award of Restricted Stock set forth herein, constitute the entire agreement between Grantee and the Company governing such award of Restricted Stock, and shall be binding upon and inure to the benefit of the Company and to Grantee and to the Company's and Grantee's respective heirs, executors, administrators, legal representatives, successors and assigns.

18. No Rights to Continued Service as a Director. Nothing contained in this Agreement shall be construed as giving Grantee any right to be retained as a member of the Board and this Agreement is limited solely to governing the rights and obligations of Grantee with respect to the Restricted Stock.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTEE

QEP RESOURCES, INC.

[Name]

by
[NAME]
[TITLE]

6

QEP RESOURCES, INC.
2010 LONG-TERM STOCK INCENTIVE PLAN

PHANTOM STOCK AGREEMENT

THIS PHANTOM STOCK AGREEMENT (the "Agreement") is made as of this [] day of _____ (the "Effective Date"), between QEP Resources, Inc., a Delaware corporation (the "Company"), and [] ("Grantee").

1. **Grant of Phantom Stock.** Subject to the terms and conditions of this Agreement, the QEP Resources, Inc. 2010 Long-Term Stock Incentive Plan, as may be amended from time to time (the "Plan"), and the QEP Resources, Inc. Deferred Compensation Plan for Directors, as may be amended from time to time (the "Director Plan"), for good and valuable consideration, on the Effective Date, the Company hereby issues to Grantee [] shares of Phantom Stock. Each share of Phantom Stock shall be equal in value to one share of the Company's common stock, \$.01 par value ("Common Stock"), and shall, once vested, entitle Grantee to payment as provided herein and in the Director Plan.

2. **Phantom Dividends.** Each share of Phantom Stock granted hereunder shall be credited with phantom dividends at the same time and at the same rate as actual dividends are paid by the Company with respect to its Common Stock. Phantom dividends credited hereunder shall be deemed reinvested in additional shares of Phantom Stock ("Reinvested Shares") as and when the phantom dividends are credited. All phantom dividends and Reinvested Shares shall vest at the same time and in the same amount as the Phantom Shares to which they relate, and shall be payable at the same time and in the same form as the Phantom Shares to which they relate.

3. **Vesting.**

(a) **General.** Except as provided otherwise in this Agreement, the Phantom Stock shall vest as indicated in the following schedule, subject to Grantee's continued Service as a member of the Board from the Effective Date until the vesting dates indicated below (each, a "Vesting Date"):

| <u>Vesting Date</u> | <u>Shares Vested on Each Date</u> |
|---------------------|-----------------------------------|
| | |
| | |
| | |

The number of shares of Phantom Stock that are vested shall be cumulative, so that once a share becomes vested, it shall continue to be vested.

If a Vesting Date falls on a day when the New York Stock Exchange (NYSE) is closed, the Vesting Date will occur on the next day that the NYSE is open. In the event that the Vesting Date falls on a day when trading in the Common Stock has been suspended, the Vesting Date will occur on the next full day after trading resumes.

(b) Change in Control of the Company. Immediately prior to the occurrence of a Change in Control of the Company, any unvested shares of the Phantom Stock shall vest in full.

4. Termination of Service; Forfeiture of Phantom Stock.

(a) Accelerated Vesting. If Grantee ceases to be a member of the Board on account of death, Disability, mandatory retirement at age 72, or failure to be renominated for any reason (including at Grantee's or the Company's request) other than failure to adequately perform his or her duties as a member of the Board, the Phantom Stock, to the extent not yet vested, shall vest in full.

(b) Other Terminations. If Grantee's directorship with the Company terminates for any reason not stated in Section 5(a) above, Grantee shall forfeit all shares of Phantom Stock that are not yet vested at the time of such termination.

5. Payment. Payment of vested Phantom Shares shall be made in cash in such form as elected by Grantee pursuant to the Director Plan and subject to such other terms and conditions set forth in the Director Plan and applicable law. The amount due Grantee shall also be determined in accordance with the Director Plan.

6. Phantom Stock Non-Transferable. Phantom Stock may not be sold, assigned, transferred by gift or otherwise, pledged, hypothecated, or otherwise disposed of, by operation of law or otherwise.

7. Rights of a Stockholder. Grantee shall have no voting, dividend, liquidation or other rights of a stockholder with respect to Phantom Stock. Grantee's right to receive payment under this Agreement and the Director Plan shall be no greater than the right of an unsecured creditor of the Company.

8. Adjustments to Phantom Stock.

(a) Adjustment by Merger, Stock Split, Stock Dividend, Etc. If the Common Stock, as presently constituted, shall be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation (whether by reason of merger, consolidation, recapitalization, reclassification, stock split, spinoff, combination of shares or otherwise), or if the number of such shares of stock shall be increased through the payment of a stock dividend, then there shall be substituted for or added to each share of Phantom Stock, the number and kind of shares of stock or other securities into which each outstanding share of Phantom Stock shall be so changed or for which each such share shall be exchanged or to which each such share shall be entitled, as the case may be.

(b) Other Distributions and Changes in the Stock. In the event there shall be any other change affecting the number or kind of the outstanding shares of the Common Stock, or any stock or other securities into which the stock shall have been changed or for which it shall have been exchanged, then if the Committee shall, in its sole discretion, determine that the change equitably requires an adjustment in the shares of Phantom Stock, an adjustment shall be made in accordance with such determination.

(c) General Adjustment Rules. All adjustments relating to stock or securities of the Company shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive. Notice of any adjustment shall be given to Grantee.

(d) Reservation of Rights. The issuance of Phantom Stock shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, to consolidate, to dissolve, to liquidate or to sell or transfer all or any part of its business or assets.

9. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by hand delivery or by first class registered or certified mail, postage prepaid, addressed, if to the Company, to its Chairman of the Board, and if to Grantee, to his or her address now on file with the Company, or to such other address as either may designate in writing. Any notice shall be deemed to be duly given as of the date delivered in the case of personal delivery, or as of the second day after enclosed in a properly sealed envelope and deposited, postage prepaid, in a United States post office, in the case of mailed notice.

10. Amendment. Except as provided herein, this Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and Grantee.

11. Relationship to Plan and Director Plan. This Agreement shall not alter the terms of the Plan or the Director Plan. If there is a conflict between the terms of the Plan or the Director Plan and the terms of this Agreement, the terms of the Plan or the Director Plan shall prevail. Capitalized terms used in this Agreement but not defined herein shall have the meaning given such terms in the Plan.

12. Construction; Severability. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

13. Waiver. Any provision contained in this Agreement may be waived, either generally or in any particular instance, by the Committee appointed under the Plan, but only to the extent permitted under the Plan.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and Grantee and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15. No Rights to Continued Service as a Director. Nothing contained in this Agreement shall be construed as giving Grantee any right to be retained as a member of the Board and this Agreement is limited solely to governing the rights and obligations of Grantee with respect to the Phantom Stock.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTEE

QEP RESOURCES, INC.

[NAME]

by
[NAME]
[TITLE]

QEP RESOURCES, INC.
2010 LONG-TERM STOCK INCENTIVE PLAN

TIME-BASED RESTRICTED STOCK UNITS AGREEMENT

THIS TIME-BASED RESTRICTED STOCK UNITS AGREEMENT (this "Agreement") is made effective as of July 1, 2010 (the "Grant Date"), between QEP Resources, Inc., a Delaware corporation (the "Company"), and Keith O. Rattie (the "Grantee").

WHEREAS, the Grantee currently serves as a non-employee director (a "Director") on the Board of Directors of the Company (the "Board");

WHEREAS, the Company has established the QEP Resources, Inc., 2010 Long-Term Stock Incentive Plan (the "Plan");

WHEREAS, Section 10 of the Plan provides for the issuance of shares of the Company's common stock, par value \$.01 per share (the "Common Stock"), pursuant to awards of restricted stock units ("Restricted Stock Units");

WHEREAS, Section 11(c) of the Plan provides for the issuance of dividend equivalents (payable on a current or deferred basis) in the discretion of the Compensation Committee of the Board (the "Committee");

WHEREAS, the Committee has determined that it would be to the advantage and in the best interest of the Company and its stockholders to grant to the Grantee the Restricted Stock Units and dividend equivalents awards for ordinary quarterly cash dividends as provided for herein as an inducement to the Grantee to remain in the service of the Company as a Director, and has advised the Company thereof and instructed the undersigned officer to issue said Restricted Stock Units and dividend equivalents awards;

WHEREAS, all capitalized terms used herein without definition shall have the meanings ascribed to such terms in this Agreement, or, if not defined herein, in the Plan; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I.

AWARDS OF RESTRICTED STOCK UNITS AND DIVIDEND EQUIVALENTS

Section 1.1 Awards of Restricted Stock Units and Dividend Equivalents

(a) For good and valuable consideration, on the Grant Date the Company hereby grants to the Grantee Restricted Stock Units for [1,000,000 divided by the fair market value of QEP stock on the Grant Date] shares of Common Stock upon the terms and conditions

set forth in this Agreement. Each Restricted Stock Unit represents the right to receive one share of Common Stock at the times and subject to the conditions set forth herein.

(b) Pursuant to Section 5(d) of the Plan, the Company agrees to make proportionate adjustments to the number of outstanding Restricted Stock Units (including, without limitation, Restricted Stock Units issued in connection with the deemed reinvestment of dividend equivalents) as provided in Section 5(d) of the Plan, it being understood that any such adjustment to the number of outstanding Restricted Stock Units shall be made with respect to any particular outstanding Restricted Stock Unit until such time as such Restricted Stock Unit expires, is forfeited or is actually distributed in shares of Common Stock hereunder.

(c) Pursuant to Section 11(c) of the Plan, the Company hereby grants to the Grantee a dividend equivalent award with respect to each Restricted Stock Unit granted pursuant to this Agreement for all ordinary quarterly cash dividends which are paid to all or substantially all holders of the outstanding shares of Common Stock between the Grant Date and the date when the Restricted Stock Unit is distributed or paid to the Grantee or forfeited or expires (“Dividend Equivalents”). The Dividend Equivalents award for each Restricted Stock Unit shall be equal to the amount of cash which is paid as a dividend on one share of Common Stock. All such Dividend Equivalents shall be credited to the Grantee and be deemed to be reinvested in additional Restricted Stock Units as of the date of payment of any such dividend based on the Fair Market Value of a share of Common Stock on such date. Each additional Restricted Stock Unit which results from such deemed reinvestment of Dividend Equivalents granted hereunder shall be subject to the same vesting, distribution or payment, adjustment and other provisions which apply to the underlying Restricted Stock Unit to which such additional Restricted Stock Unit relates.

Notwithstanding anything to the contrary anywhere else in this Agreement, the Restricted Stock Units and Dividend Equivalents awards granted under this Agreement are subject to the terms, definitions and provisions of this Agreement and the Plan, which is incorporated herein by reference; provided, however, that in the event of any conflict between the provisions of this Agreement and those of the Plan, the provisions of this Agreement shall control.

Section 1.2 Consideration to Company

In consideration for the grant of Restricted Stock Units and Dividend Equivalents awards provided for in this Agreement, the Grantee agrees to continue to render services to the Company as a Director. Nothing in this Agreement or in the Plan shall confer upon the Grantee any right to continue in the service of the Company as a Director or shall interfere with or restrict in any way the rights of the Company, which are hereby expressly reserved, to discharge the Grantee at any time for any reason whatsoever, with or without cause, it being understood that the foregoing shall not be deemed to reduce or otherwise adversely affect the intended benefits conferred upon the Grantee by this Agreement.

ARTICLE II. VESTING AND PAYMENT

Section 2.1 Vesting of Restricted Stock Units and Dividend Equivalents

(a) Subject to paragraphs (b), (c) and (d) below and to Section 2.2 hereof, the Restricted Stock Units shall vest in cumulative installments as follows:

(i) One-third of the Restricted Stock Units shall vest on the first anniversary of the Grant Date;

(ii) One-third of the Restricted Stock Units shall vest on the second anniversary of the Grant Date;

(iii) One-third of the Restricted Stock Units shall vest on the third anniversary of the Grant Date;

(b) All Restricted Stock Units and Dividend Equivalents awards granted under this Agreement shall vest in the event of:

(i) The occurrence of a Change in Control (as defined in the Plan);

(ii) The Grantee's Separation from Service due to the Grantee's death or total and permanent disability;

(iii) The Grantee's Separation from Service which occurs as a result of the Grantee ceasing to serve as a Director due to a conflict of interest between the Company and Questar Corporation, as determined by the Board in its sole discretion;

(iv) The Grantee's Separation from Service as a result of the Grantee ceasing to serve as a Director as a result of a mutual agreement between the Grantee and the Company; or

(v) The Grantee's Separation from Service due to the Company's failure to re-nominate the Grantee as a Director.

(c) Each additional Restricted Stock Unit which results from adjustments made pursuant to Section 1.1(b) hereof shall vest whenever the underlying Restricted Stock Unit to which such additional Restricted Stock Unit relates vests.

(d) Each additional Restricted Stock Unit which results from deemed reinvestments of Dividend Equivalents pursuant to Section 1.1(c) hereof shall vest whenever the underlying Restricted Stock Unit to which such additional Restricted Stock Unit relates vests.

Section 2.2 Forfeiture of Unvested Restricted Stock Units and Dividend Equivalents

(i) Immediately upon the Grantee's "separation from service" from the Company (within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulation Section 1.409A-1(h)) (a "Separation from Service"), the Grantee shall forfeit any and all Restricted Stock Units and Dividend Equivalents awards granted under this Agreement which have not vested or do not vest on or prior to the date on which the Grantee's Separation from Service occurs pursuant to Section 2.1,

hereof and the Grantee's rights in any such Restricted Stock Units and Dividend Equivalents awards which are not so vested shall lapse and expire.

Section 2.3 Distribution or Payment of Restricted Stock Units

(a) All of the Grantee's Restricted Stock Units which are then vested under Section 2.1 hereof shall be distributed in shares of Common Stock on the date of the Grantee's Separation from Service for any reason.

(b) All distributions shall be made by the Company in the form of whole shares of Common Stock, and any fractional share shall be distributed in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value as of the date immediately prior to such distribution.

(c) The time of distribution of the Restricted Stock Units under this Agreement may not be changed except as may be permitted by the Committee in accordance with Section 409A of the Code and the applicable Treasury Regulations promulgated thereunder.

Section 2.4 Restricted Stock Units Not Transferable

Neither the Restricted Stock Units or Dividend Equivalents nor any interest or right therein or part thereof shall be liable for the debts, contracts, or engagements of the Grantee or his successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law or by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy) and any attempted disposition thereof shall be null and void and of no effect; provided, however, that this Section 2.4 shall not prevent transfers by will or by the applicable laws of descent and distribution or pursuant to a domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act of 1974, as amended, or the rules thereunder.

Section 2.5 Restricted Stock Units on New Shares

In the event that the outstanding shares of Common Stock are changed into or exchanged for a different number or kind of capital stock or other securities of the Company or of another corporation or other entity by reason of merger, consolidation, combination, recapitalization, reclassification, reorganization, stock split, stock dividend or combination of shares, or otherwise, such new or additional or different shares or securities which are issued upon conversion of or in exchange or substitution for one share of Common Stock shall be substituted as the property which the Grantee will be entitled to receive in distribution or payment for each Restricted Stock Unit pursuant to Section 2.3 hereof, unless the Committee with the Grantee's consent provides for the substitution of new or additional or different shares or securities.

Section 2.6 Competition

(a) Having received the Restricted Stock Units in connection with the transaction contemplated by the Separation and Distribution Agreement, by and between Questar

Corporation and the Company, dated as of June 14, 2010, the Grantee recognizes and agrees that in order to adequately protect the Company's investment in its proprietary information and trade secrets and to protect such information and secrets and all other confidential information from disclosures to competitors and to protect the Company from unfair competition, separate covenants not to compete, not to solicit, and not to recruit the Company's employees for the duration and scope set forth below, are necessary and desirable. The Grantee understands and agrees that the restrictions imposed in these covenants represent a fair balance of the Company's rights to protect its business and the Grantee's right to pursue employment.

(b) The Grantee shall not, during the period beginning on the Grant Date and ending on the date three (3) years following the Grant Date (the "Non-Compete Period"), directly or indirectly engage in, have any equity interest in, or manage or operate any person, firm, corporation, partnership or business (whether as a director, officer, employee, agent, representative, partner, security holder, consultant or otherwise) that engages in any business which competes with any Business (as defined below) of the Company or any of its affiliates anywhere in the world where the Company conducts Business during the Non-Compete Period; provided, however, that the Grantee shall be permitted to acquire a passive debt or equity interest in such a business provided such business has a class of publicly-traded securities and the securities directly or indirectly beneficially owned by the Grantee do not represent more than three percent (3%) of the outstanding interest in such business; provided, further, that the Grantee shall be permitted to serve as a director on the Board of Directors of Questar Corporation.

(c) During the Non-Compete Period, the Grantee shall not, directly or indirectly, recruit or otherwise solicit or induce any employee, customer or supplier of the Company (i) to terminate his, her or its employment or other arrangement with the Company, (ii) to otherwise change his, her or its relationship with the Company, or (iii) to establish any relationship with the Grantee or any of his or her affiliates for any business purpose competitive with the Business of the Company.

(d) In the event any term of this Section 2.6 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it will be interpreted to extend only over the maximum period of time for which it may be enforceable, over the maximum geographical area as to which it may be enforceable, or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action.

(e) As used in this Section 2.6, (i) the term "Company" shall include QEP Resources, Inc. and its Affiliates (as that term is defined in the Plan), and (ii) the term "Business" shall mean the business of natural gas and oil exploration, natural gas and oil development and production, midstream natural gas gathering and processing, and energy marketing, as such business may be expanded or altered into reasonably related business activities by the Company during the period of Grantee's service with the Company.

ARTICLE III.
MISCELLANEOUS

Section 3.1 Holding Period and Additional Restrictions as to Ownership and Transfer

Notwithstanding any provision of this Agreement to the contrary, in the event that the grant of the Restricted Stock Units is not exempt under Section 16 of the Exchange Act on the Grant Date, the Company will make any distribution or payment for a Restricted Stock Unit in cash to the extent that such payment or distribution is required to be made on or prior to the six month anniversary of the Grant Date.

Section 3.2 Conditions to Issuance of Stock Certificates

Shares of Common Stock which are distributed in settlement of Restricted Stock Units may be either previously authorized but unissued shares or issued shares which have then been reacquired by the Company. Such shares of Common Stock shall be fully paid and nonassessable. The shares of Common Stock issued pursuant to this Agreement shall be held in book entry form and no certificates shall be issued therefor; provided, however, that certificates may be issued for shares of Common Stock issued pursuant to this Agreement at the request of the holder and in accordance with the charter and bylaws of the Company, as amended or supplemented from time to time. The Company shall not be required to issue such shares in book entry or certificated form prior to fulfillment of all of the following conditions:

- (a) The admission of such shares to listing on all stock exchanges on which such class of stock is then listed;
- (b) The completion of any registration or other qualification of such shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Committee shall, in its absolute discretion, deem necessary or advisable;
- (c) The obtaining of any approval or other clearance from any state or federal governmental agency which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and
- (d) To the extent that the Grantee has elected to pay any withholding taxes in cash pursuant to Section 3.7 hereof, the receipt by the Company of full payment of any applicable withholding tax.

The Company will use commercially reasonable efforts to satisfy all of the foregoing conditions on or prior to the date when any distribution or payment of the Restricted Stock Units is to be made to the Grantee pursuant to Section 2.3(a) hereof (and, if any of the foregoing conditions remain unsatisfied as of such date, the Company will use commercially reasonable efforts to satisfy such conditions as promptly as reasonably practicable).

In the event that the Company delays a distribution or payment in settlement of Restricted Stock Units because it reasonably determines that the issuance of shares of Common Stock in settlement of Restricted Stock Units will violate Federal securities laws or other applicable law, such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii). The Company shall not delay any payment if such delay will result in a violation of Section 409A of the Code.

Section 3.3 Notices

Any notice to be given by the Grantee under the terms of this Agreement shall be addressed to the Secretary of the Company (or, in the event that the Grantee is the Secretary of the Company, then to the Company's Chairman of the Board). Any notice to be given to the Grantee shall be addressed to him at his home address on record with the Company. By a notice given pursuant to this Section 3.3, either party may hereafter designate a different address for notices to be given to him. Any notice which is required to be given to the Grantee shall, if Grantee is then deceased, be given to the Grantee's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 3.3. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States mail by certified mail, with postage and fees prepaid, addressed as set forth above or upon confirmation of delivery by a nationally recognized overnight delivery service.

Section 3.4 Rights as Stockholder

Except as otherwise provided herein, the holder of the Restricted Stock Units shall not have any of the rights of a stockholder with respect to the Restricted Stock Units or Dividend Equivalents until shares of Common Stock are distributed to him in settlement of such Restricted Stock Units.

Section 3.5 Conformity to Securities Laws

The Grantee acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of all applicable federal and state laws, rules and regulations (including, but not limited to the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, including without limitation the applicable exemptive conditions of Rule 16b-3) and to such approvals by any listing, regulatory or other governmental authority as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. To the extent permitted by applicable law, the Plan, this Agreement and the Restricted Stock Units shall be deemed amended to the extent necessary to conform to such laws, rules and regulations, provided, however, that no such amendment shall, without the written consent of the Grantee, impair any rights or benefits of the Grantee under this Agreement.

Section 3.6 Amendments

This Agreement may only be amended in writing signed by a duly authorized officer of the Company and the Grantee.

Section 3.7 Tax Withholding

The Company shall be entitled to withhold in cash or deduction from other compensation payable to the Grantee any sums required by federal, state or local tax law to be withheld with respect to the vesting, distribution or payment of the Restricted Stock Units. In satisfaction of the foregoing requirement upon distribution or payment of the Restricted Stock Units, whenever the Company makes distributions of Restricted Stock Units in shares of Common Stock, the Company shall withhold shares of Common Stock otherwise issuable in such distributions having a Fair Market Value equal to the sums required to be withheld, unless the Grantee elects to make a cash payment to the Company for such withholding taxes by providing written notice to the Company of such election no less than 15 days prior to the date of which such shares are to be issued. Notwithstanding any other provision of the Plan or this Agreement, the number of shares of Common Stock which may be withheld with respect to the distribution or payment of the Restricted Stock Units in order to satisfy the Grantee's federal and state income and payroll tax liabilities with respect to the issuance of shares of Common Stock in payment of the Restricted Stock Units shall be limited to the number of shares which have a Fair Market Value on the date of withholding equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for federal and state income tax and payroll tax purposes that are applicable to such supplemental taxable income.

Section 3.8 Governing Law

This Agreement shall be administered, interpreted and enforced under the internal laws of the State of Delaware without regard to conflicts of laws thereof.

Section 3.9 Unfunded, Unsecured Obligations

The obligations of the Company under the Plan and this Agreement shall be unfunded and unsecured, and nothing contained herein shall be construed as providing for assets to be held in trust or escrow or any other form of segregation of the assets of the Company for the benefit of the Grantee or any other person or persons to whom benefits are to be paid pursuant to the terms of the Plan or this Agreement. The interest of the Grantee or any other person hereunder shall be limited to the right to receive the benefits as set forth herein. To the extent that the Grantee or any other person acquires a right to receive benefits under the Plan or this Agreement, such rights shall be no greater than the right of an unsecured general creditor of the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTEE

QEP RESOURCES, INC.

Keith O. Rattie

by
Richard Doleshek
Executive Vice President,
Chief Financial Officer and Treasurer