

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

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report – September 12, 2012
(Date of earliest event reported)

QEP RESOURCES, INC.

(Exact name of registrant as specified in its charter)

STATE OF DELAWARE
(State or other jurisdiction of incorporation)

001-34778
(Commission File No.)

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

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

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

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 1.01 Entry into a Material Definitive Agreement.

Notes and Officer's Certificate

On September 12, 2012, QEP Resources, Inc. (the "Registrant") completed the public offering of \$650,000,000 aggregate principal amount of 5.250% Notes due 2023 (the "Notes"). The Registrant intends to use the net proceeds from the offering of approximately \$640.8 million, after deducting the underwriting discount and commissions and estimated offering expenses, to fund a portion of the consideration to acquire producing and undeveloped oil and gas properties in North Dakota's Williams and McKenzie counties. The oil and gas properties will be acquired pursuant to two related purchase and sale agreements (the "Purchase Agreements"). Prior to the consummation of the transactions contemplated by the Purchase Agreements, the net proceeds from the offering will be held by the Registrant and a portion of the proceeds will be used to temporarily pay down any outstanding amounts under the Registrant's revolving credit facility.

The terms of the Notes are governed by an Indenture dated as of March 1, 2012, between the Registrant and Wells Fargo Bank, National Association, as trustee, and an officer's certificate setting forth the terms of the Notes, dated as of September 12, 2012 (the "Officer's Certificate").

The Notes mature on May 1, 2023. Interest will be payable semi-annually in arrears on November 1 and May 1 of each year, beginning on November 1, 2012 at the rate of 5.250% per year. The Notes are unsecured and rank equally with the Registrant's other unsecured and unsubordinated indebtedness from time to time outstanding and senior in right of payment to the Registrant's subordinated indebtedness from time to time outstanding. If the Registrant experiences certain kinds of changes of control, it will offer to repurchase all of the Notes at a price equal to 101% of the principal amount plus accrued and unpaid interest to the repurchase date. The Registrant may redeem the Notes, at any time in whole or from time to time in part, at the redemption prices set forth in the Officer's Certificate. If neither transaction contemplated by the Purchase Agreements closes on or prior to December 31, 2012, or if both Purchase Agreements are terminated at any time prior thereto, the Registrant will be required to redeem all of the Notes at a redemption price equal to 100% of their issue price, plus accrued and unpaid interest to the date of redemption.

The Officer's Certificate is filed herewith as Exhibit 4.1 and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. Exhibit

4.1 Officer's Certificate, dated as of September 12, 2012 (including form of the Registrant's 5.250% Notes due 2023).

5.1 Opinion of Latham & Watkins LLP.

23.1 Consent of Latham & Watkins LLP (included in Exhibit 5.1 hereto).

SIGNATURE

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

QEP RESOURCES, INC.
(Registrant)

September 14, 2012

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

List of Exhibits:

Exhibit No. Exhibit

[4.1](#) Officer's Certificate, dated as of September 12, 2012 (including form of the Registrant's 5.250% Notes due 2023).

[5.1](#) Opinion of Latham & Watkins LLP.

23.1 Consent of Latham & Watkins LLP (included in Exhibit 5.1 hereto).

**QEP RESOURCES, INC.
OFFICER'S CERTIFICATE
PURSUANT TO SECTIONS 2.01, 2.04 AND 10.04 OF THE INDENTURE**

September 12, 2012

The undersigned officer of QEP Resources, Inc., a Delaware corporation (the "**Company**"), hereby certifies on behalf of the Company pursuant to Sections 2.01, 2.04 and 10.04 of the Indenture, dated as of March 1, 2012 (the "**Indenture**"), between the Company and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"), as follows:

1. There is hereby established, pursuant to the resolutions of the Board of Directors of the Company adopted on February 14, 2012 and August 17, 2012, together with the resolutions of the Pricing Committee of the Board of Directors of the Company adopted on September 5, 2012 (the "**Resolutions**"), a series of Securities to be issued under the Indenture, which have the following terms:

- a. The title of the series of Securities shall be 5.250% Senior Notes due 2023 (the "**Notes**").
 - b. The aggregate principal amount of the Notes to be offered and issued under the Indenture shall be \$650,000,000.
 - c. The Notes shall mature on May 1, 2023, and shall bear interest from the date of original issue at the rate of 5.250% per annum, payable semi-annually in arrears on November 1 and May 1 of each year, to Holders of record at the close of business on the immediately preceding October 15 or April 15, as the case may be, commencing November 1, 2012.
 - d. Before the date that is three months prior to the maturity date for the Notes, the Notes shall be redeemable at the option of the Company, in whole or in part, at any time or from time to time upon not less than 30 nor more than 60 days' notice at a redemption price equal to the greater of (i) 100% of the principal amount of the Notes to be redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of such payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of 12 months with 30 days each) at the Treasury Rate (as defined in the Note) plus 50 basis points, plus accrued and unpaid interest on the principal amount of the Notes being redeemed to the redemption date (provided that interest payments due on or prior to the redemption date will be paid to the Holders of record of such Notes on the relevant record date).
-

On or after the date that is three months prior to the maturity date for the Notes, the Notes will be redeemable, in whole at any time or in part from time to time, at the Company's option at par plus accrued interest thereon to but excluding the date of redemption.

e. Following the occurrence of a Special Mandatory Redemption Trigger (as defined below), the Company shall redeem the Notes as a whole, upon notice as provided herein, at a redemption price equal to 100% of the issue price thereof plus accrued and unpaid interest to the redemption date. Notwithstanding the provisions of Section 3.04 of the Indenture, notice of such mandatory redemption shall be given within five Business Days of the date of the Special Mandatory Redemption Trigger by first-class mail, postage prepaid, mailed not less than 15 days nor more than 30 days prior to the redemption date, to each Holder at such Holder's address appearing in the security register.

Such notice shall state:

- (1) that the Special Mandatory Redemption Trigger has occurred;
- (2) the redemption date;
- (3) the redemption price;
- (4) that on the redemption date the redemption price will become due and payable upon the Notes to be redeemed and that interest thereon will cease to accrue on and after such date; and
- (5) the place or places where the Notes are to be surrendered for payment of the redemption price.

Any notice of redemption given pursuant to the provisions above may be modified by the Company to conform with the applicable requirements of The Depository Trust Company ("**DTC**") if any of the Notes subject to such notice are then represented by one or more Global Securities.

For purposes of the Notes, "Special Mandatory Redemption Trigger" means the earliest to occur of the following:

- (1) December 31, 2012, if neither of the transactions contemplated by the Purchase Agreements (as that term is defined in that certain Prospectus Supplement dated as of September 5, 2012) have been consummated by such date; or
- (2) the termination of both Purchase Agreements.

f. Payment of principal of (and premium, if any) and interest on the Notes will be made at the office or agency of the Company in Denver, Colorado or, in the event that certificated Notes are issued or if required by the DTC, in New York City, New York, maintained for such purpose, or, at the option of the Company, may be made by check mailed to the address of the person entitled to such payments at the address specified in the Security Register. All payments shall be made in currency and coins of the United States of America recognized as legal tender at the time of payment for payment of public and private debts.

g. The Company has no sinking fund or mandatory redemption obligations applicable to the Notes.

h. The Notes are issuable only in registered form without coupons in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

i. If an event of default with respect to the Notes shall occur and be continuing, the principal amount of the Notes may be declared due and payable in the manner and subject to the conditions provided in the Indenture.

j. There are no deletions from, modifications of or additions to the Events of Default set forth in Section 6.01 of the Indenture or covenants of the Company set forth in Article IV of the Indenture pertaining to the Notes, except as set forth below.

k. The form of the Notes is attached as Exhibit A hereto, and the Notes shall have such other terms and provisions as are set forth in the form of Notes, all of which terms and provisions are incorporated by reference in and made a part of this Certificate and the Indenture as if set forth in full herein and therein.

l. The Notes shall be issued in global form with DTC as depository. The Notes represented by the global notes will be exchangeable for Notes in the definitive form, known as certificated notes, only if (i) DTC or its nominee notifies the Company that it is unwilling or unable to continue as depository for the global notes or the Company becomes aware that DTC has ceased to be a clearing agency registered under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the Company has not appointed a successor depository within 90 days after the Company receives such notice or becomes aware of such ineligibility or (ii) the Company, in its sole discretion, determines to discontinue use of the system of book-entry transfer and to exchange the global notes for certificated debt securities.

m. Section 8.01 of the Indenture does apply to the Notes.

n. If a Change of Control (defined below) occurs and is accompanied by a Rating Decline (defined below, and together with a Change of Control, a “**Change of Control Triggering Event**”), each Holder of the Notes will have the right to require the Company to offer to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of such Holder’s Notes at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase.

Within 30 days following any Change of Control Triggering Event, the Company will mail a notice (the “**Change of Control Offer**”) to each Holder of Notes with a copy to the Trustee stating:

- (1) that a Change of Control Triggering Event has occurred and that such Holder has the right to require the Company to purchase such Holder’s Notes at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase (the “**Change of Control Payment**”);
- (2) the repurchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed and which may be up to five days after the expiration of the Change of Control Offer) (the “**Change of Control Payment Date**”); and
- (3) the procedures determined by the Company, consistent with the Indenture, that a Holder must follow in order to have its Notes repurchased.

On the Change of Control Payment Date the Company will, to the extent lawful:

- (1) accept for payment all Notes or portions thereof (in integral multiples of \$2,000 or an integral multiple of \$1,000 in excess thereof) properly tendered and not withdrawn under the Change of Control Offer;
- (2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered; and
- (3) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer’s Certificate stating the aggregate principal amount of such Notes or portions thereof being purchased by the Company.

The Paying Agent will promptly mail or otherwise deliver to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

If the Change of Control Payment Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest, if any, will be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest will be payable to Holders who tender pursuant to the Change of Control Offer.

Prior to mailing a Change of Control Offer, and as a condition to such mailing (i) the requisite Holders of each issue of Indebtedness issued under any indenture or other agreement that may be violated by such payment shall have consented to such Change of Control Offer being made and waived the event of default, if any, caused by the Change of Control Triggering Event or (ii) the Company will repay all outstanding Indebtedness issued under any indenture or other agreement that may be violated by a payment to the Holders of Notes under a Change of Control Offer or the Company must offer to repay all such Indebtedness, and make payment to the holders of such Indebtedness that accept such offer and obtain waivers of any event of default from the remaining holders of such Indebtedness. The Company covenants to effect such repayment or obtain such consent and waiver within 30 days following any Change of Control Triggering Event, it being an Event of Default under the Indenture if the Company fails to comply with such covenant within 30 days after receipt of written notice from the Trustee or the Holders of at least 25% in principal amount of the Notes.

The Company will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the Notes, the Company will comply with those securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Offer provisions of the Notes by virtue of any such conflict.

For purposes of the Notes:

“Change of Control” means:

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)), directly or indirectly, of 50% or more of the equity securities of the Company entitled to vote for members of the Board of Directors or equivalent governing body of the Company on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right); or

(b) a majority of the members of the Board of Directors or equivalent governing body of the Company ceases to be composed of individuals (i) who were members of that Board of Directors or equivalent governing body on the date the Notes were issued, (ii) whose election or nomination to that Board of Directors or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that Board of Directors or equivalent governing body or (iii) whose election or nomination to that Board of Directors or equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that Board of Directors or equivalent governing body (excluding, in the case of both clause (ii) and clause (iii), any individual whose initial nomination for, or assumption of office as, a member of that Board of Directors or equivalent governing body occurs as a result of an actual or threatened solicitation of proxies or consents for the election or removal of one or more directors by any person or group other than a solicitation for the election of one or more directors by or on behalf of the Board of Directors).

“Moody’s” means Moody’s Investors Service, Inc. or, if Moody’s Investors Service, Inc. shall cease rating debt securities having a maturity at original issue of at least one year and such ratings business shall have been transferred to a successor Person, such successor Person; *provided, however*, that if there is no successor Person, then “Moody’s” shall mean any other national recognized rating agency, other than S&P, that rates debt securities having a maturity at original issuance of at least one year and that shall have been designated by the Company.

“Rating Agencies” means Moody’s and S&P.

“Rating Date” means the earlier of the date of public notice of (i) the occurrence of a Change of Control or (ii) the Company’s intention to effect a Change of Control.

“Rating Decline” shall be deemed to have occurred if, no later than 30 days after the Rating Date (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by either of the Rating Agencies), either of the Rating Agencies decreases its rating of the Notes to a rating that is below its rating of the Notes on the day immediately prior to the earlier of (i) the date of the first public announcement of the possibility of a proposed transaction which would result in a Change of Control or (ii) the date that the possibility of such transaction is disclosed to either of the Rating Agencies.

“S&P” means Standard & Poor’s Ratings Service or, if Standard & Poor’s Ratings Service shall cease rating debt securities having a maturity at original issue of at least one year and such ratings business shall have been transferred to a successor Person, such successor Person; provided, however, that if there is no successor Person, then “S&P” shall mean any other national recognized rating agency, other than Moody’s, that rates debt securities having a maturity at original issuance of at least one year and that shall have been designated by the Company.

o. No Notes are to be issuable upon the exercise of warrants.

p. The Trustee is the only trustee for the Notes; the Trustee shall also serve as the Security Registrar, Paying Agent and Authenticating Agent for the Notes unless it is necessary to also maintain such agents in New York City.

2. The undersigned has read the Indenture, including the applicable provisions of the Indenture and the definitions therein relating thereto with respect to the matters covered by this Certificate. In the opinion of the undersigned, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not all conditions precedent to the authentication and delivery of the Notes by the Trustee under the Indenture have been complied with and as to whether, to the best knowledge of the undersigned, no event which is, or after notice or lapse of time would become, an Event of Default with respect to any of the Notes has occurred and is continuing. In the opinion of the undersigned, all such conditions precedent have been complied with and, to the best of the undersigned’s knowledge, no such event has occurred and is continuing.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture.

IN WITNESS WHEREOF, the undersigned have caused this certificate to be executed as of the date first written above.

QEP RESOURCES, INC.

By: /s/ Richard J. Doleshek

Name: Richard J. Doleshek

Title: Executive Vice President, Chief
Financial Officer and Treasurer

Signature Page to Officer's Certificate

Opinion of Latham & Watkins LLP

September 12, 2012

QEP Resources, Inc.
1050 17th Street, Suite 500
Denver, Colorado 80265

Re: Registration Statement No. 333-179709; \$650,000,000 Aggregate Principal Amount of 5.250% Senior Notes due 2023

Ladies and Gentlemen:

We have acted as special counsel to QEP Resources, Inc., a Delaware corporation (the "**Company**"), in connection with the issuance of \$650,000,000 aggregate principal amount of 5.250% Senior Notes due 2023 (the "**Notes**"), under an Indenture, dated as of March 1, 2012, between the Company and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"), (the "**Base Indenture**"), and an officer's certificate dated as of the date hereof setting forth the terms of the Notes (the "**Officer's Certificate**" and, together with the Base Indenture, the "**Indenture**"), and pursuant to a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "**Act**"), filed with the Securities and Exchange Commission (the "**Commission**") on February 27, 2012 (Registration No. 333-179709) (the "**Registration Statement**"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related prospectus, other than as expressly stated herein with respect to the issue of the Notes.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the internal laws of the State of New York and the general corporation law of the state of Delaware, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Notes have been duly executed, issued, and authenticated in accordance with the terms of the Indenture and delivered against payment therefor in the circumstances contemplated by the underwriting agreement dated September 5, 2012 between J.P. Morgan Securities LLC, as representative of the underwriters named therein, and the Company, the Notes will have been duly authorized by all necessary corporate action of the Company and will be legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

LATHAM & WATKINS^{LLP}

Our opinion is subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought; (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy; and (iv) we express no opinion with respect to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies, or judicial relief, (c) the waiver of rights or defenses contained in Section 4.06 of the Indenture; (d) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy; (e) any provision permitting, upon acceleration of the Notes, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon and (f) the severability, if invalid, of provisions to the foregoing effect.

With your consent, we have assumed (a) that the Indenture and the Notes (collectively, the "**Documents**") have been duly authorized, executed and delivered by the parties thereto other than the Company, (b) that the Documents constitute legally valid and binding obligations of the parties thereto other than the Company, enforceable against each of them in accordance with their respective terms, and (c) that the status of the Documents as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Company's Form 8-K dated as of the date hereof and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ LATHAM & WATKINS LLP
