

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2017

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-34778



QEP RESOURCES, INC.

(Exact name of registrant as specified in its charter)

STATE OF DELAWARE
(State or other jurisdiction of
incorporation or organization)

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

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

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

At June 30, 2017, there were 240,555,086 shares of the registrant's common stock, \$0.01 par value, outstanding.

QEP Resources, Inc.
Form 10-Q for the Quarter Ended June 30, 2017

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

QEP RESOURCES, INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(Unaudited)

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2017	2016	2017	2016
(in millions, except per share amounts)				
REVENUES				
Oil sales	\$ 216.0	\$ 207.7	\$ 437.7	\$ 351.5
Gas sales	134.2	79.2	268.7	164.3
NGL sales	22.8	22.8	51.8	36.4
Other revenue (loss)	2.7	(0.5)	6.7	1.8
Purchased oil and gas sales	8.0	24.5	38.9	41.0
Total Revenues	383.7	333.7	803.8	595.0
OPERATING EXPENSES				
Purchased oil and gas expense	9.1	26.8	38.5	43.7
Lease operating expense	70.0	52.6	139.2	112.6
Transportation and processing costs	72.2	69.5	142.4	143.1
Gathering and other expense	1.8	1.6	3.3	2.9
General and administrative	31.3	42.9	64.9	91.4
Production and property taxes	28.5	20.7	57.6	38.5
Depreciation, depletion and amortization	191.5	209.7	383.3	449.7
Exploration expenses	—	0.4	0.4	0.7
Impairment	—	0.8	0.1	1,183.2
Total Operating Expenses	404.4	425.0	829.7	2,065.8
Net gain (loss) from asset sales	19.8	(0.8)	19.8	(0.3)
OPERATING INCOME (LOSS)	(0.9)	(92.1)	(6.1)	(1,471.1)
Realized and unrealized gains (losses) on derivative contracts (Note 7)	106.7	(180.5)	267.6	(129.6)
Interest and other income (expense)	1.8	(1.1)	2.4	1.0
Interest expense	(34.9)	(36.6)	(68.7)	(73.3)
INCOME (LOSS) BEFORE INCOME TAXES	72.7	(310.3)	195.2	(1,673.0)
Income tax (provision) benefit	(27.3)	113.3	(72.9)	612.2
NET INCOME (LOSS)	\$ 45.4	\$ (197.0)	\$ 122.3	\$ (1,060.8)
Earnings (loss) per common share				
Basic	\$ 0.19	\$ (0.90)	\$ 0.51	\$ (5.21)
Diluted	\$ 0.19	\$ (0.90)	\$ 0.51	\$ (5.21)
Weighted-average common shares outstanding				
Used in basic calculation	240.5	217.7	240.4	203.7
Used in diluted calculation	240.6	217.7	240.5	203.7
Dividends per common share	\$ —	\$ —	\$ —	\$ —

See Notes accompanying the Condensed Consolidated Financial Statements.

QEP RESOURCES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
	(in millions)			
Net income (loss)	\$ 45.4	\$ (197.0)	\$ 122.3	\$ (1,060.8)
Other comprehensive income, net of tax:				
Postretirement medical plan change ⁽¹⁾	—	—	1.6	—
Pension and other postretirement plans adjustments:				
Amortization of prior service costs ⁽²⁾	0.2	0.3	0.3	0.4
Amortization of actuarial losses ⁽³⁾	(0.1)	0.1	0.1	0.2
Other comprehensive income	0.1	0.4	2.0	0.6
Comprehensive income (loss)	\$ 45.5	\$ (196.6)	\$ 124.3	\$ (1,060.2)

(1) Presented net of income tax expense of \$1.0 million during the six months ended June 30, 2017.

(2) Presented net of income tax expense of \$0.1 million and \$0.2 million during the three and six months ended June 30, 2017, respectively. Presented net of income tax expense of \$0.2 million and \$0.3 million during the three and six months ended June 30, 2016, respectively.

(3) Presented net of income tax expense of \$0.1 million during the six months ended June 30, 2017. Presented net of income tax expense of \$0.1 million during the three and six months ended June 30, 2016, respectively.

See Notes accompanying the Condensed Consolidated Financial Statements.

QEP RESOURCES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	June 30, 2017	December 31, 2016
(in millions)		
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 178.8	\$ 443.8
Accounts receivable, net	165.0	155.7
Income tax receivable	12.9	18.6
Fair value of derivative contracts	48.8	—
Hydrocarbon inventories, at lower of average cost or net realizable value	8.6	10.4
Prepaid expenses and other	10.2	11.6
Total Current Assets	424.3	640.1
Property, Plant and Equipment (successful efforts method for oil and gas properties)		
Proved properties	14,840.2	14,232.5
Unproved properties	729.6	871.5
Gathering and other	305.8	301.8
Materials and supplies	39.0	32.7
Total Property, Plant and Equipment	15,914.6	15,438.5
Less Accumulated Depreciation, Depletion and Amortization		
Exploration and production	9,069.9	8,797.7
Gathering and other	107.4	101.8
Total Accumulated Depreciation, Depletion and Amortization	9,177.3	8,899.5
Net Property, Plant and Equipment	6,737.3	6,539.0
Fair value of derivative contracts	28.6	—
Other noncurrent assets	75.3	66.3
TOTAL ASSETS	\$ 7,265.5	\$ 7,245.4
LIABILITIES AND EQUITY		
Current Liabilities		
Checks outstanding in excess of cash balances	\$ 11.9	\$ 12.3
Accounts payable and accrued expenses	305.9	269.7
Production and property taxes	33.0	30.1
Interest payable	32.9	32.9
Fair value of derivative contracts	1.4	169.8
Current portion of long-term debt	134.0	—
Total Current Liabilities	519.1	514.8
Long-term debt	1,889.0	2,020.9
Deferred income taxes	894.3	825.9
Asset retirement obligations	225.6	225.8
Fair value of derivative contracts	0.1	32.0
Other long-term liabilities	102.4	123.3
Commitments and contingencies (Note 9)		
EQUITY		
Common stock – par value \$0.01 per share; 500.0 million shares authorized; 242.2 million and 240.7 million shares issued, respectively	2.4	2.4
Treasury stock – 1.7 million and 1.1 million shares, respectively	(30.3)	(22.9)
Additional paid-in capital	1,382.1	1,366.6
Retained earnings	2,295.6	2,173.3
Accumulated other comprehensive income (loss)	(14.8)	(16.7)
Total Common Shareholders' Equity	3,635.0	3,502.7
TOTAL LIABILITIES AND EQUITY	\$ 7,265.5	\$ 7,245.4

See Notes accompanying the Condensed Consolidated Financial Statements.

QEP RESOURCES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Six Months Ended June 30,	
	2017	2016
	(in millions)	
OPERATING ACTIVITIES		
Net income (loss)	\$ 122.3	\$ (1,060.8)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation, depletion and amortization	383.3	449.7
Deferred income taxes	67.2	(559.9)
Impairment	0.1	1,183.2
Bargain purchase gain from acquisition	0.4	—
Share-based compensation	7.7	19.1
Amortization of debt issuance costs and discounts	3.1	3.2
Net (gain) loss from asset sales	(19.8)	0.3
Unrealized (gains) losses on marketable securities	(1.4)	(0.5)
Unrealized (gains) losses on derivative contracts	(277.6)	243.5
Changes in operating assets and liabilities	9.9	(58.2)
Net Cash Provided by (Used in) Operating Activities	<u>295.2</u>	<u>219.6</u>
INVESTING ACTIVITIES		
Property acquisitions	(76.6)	(23.6)
Acquisition deposit held in escrow	—	(30.0)
Property, plant and equipment, including dry exploratory well expense	(477.9)	(276.6)
Proceeds from disposition of assets	2.3	23.7
Net Cash Provided by (Used in) Investing Activities	<u>(552.2)</u>	<u>(306.5)</u>
FINANCING ACTIVITIES		
Checks outstanding in excess of cash balances	(0.5)	(29.8)
Long-term debt issuance costs paid	(1.1)	—
Treasury stock repurchases	(6.4)	(3.1)
Other capital contributions	—	0.2
Proceeds from issuance of common stock, net	—	781.6
Excess tax (provision) benefit on share-based compensation	—	0.2
Net Cash Provided by (Used in) Financing Activities	<u>(8.0)</u>	<u>749.1</u>
Change in cash and cash equivalents	(265.0)	662.2
Beginning cash and cash equivalents	443.8	376.1
Ending cash and cash equivalents	<u>\$ 178.8</u>	<u>\$ 1,038.3</u>
Supplemental Disclosures:		
Cash paid for interest, net of capitalized interest	\$ 64.3	\$ 68.6
Cash paid (refund received) for income taxes, net	\$ —	\$ 32.4
Non-cash Investing Activities:		
Change in capital expenditure accruals and other non-cash adjustments	\$ 42.4	\$ (27.7)

See Notes accompanying the Condensed Consolidated Financial Statements.

QEP RESOURCES, INC.
NOTES ACCOMPANYING THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 1 – Basis of Presentation

Nature of Business

QEP Resources, Inc. is an independent crude oil and natural gas exploration and production company focused in two regions of the United States: the Northern Region (primarily in North Dakota, Wyoming and Utah) and the Southern Region (primarily in Texas and Louisiana). Unless otherwise specified or the context otherwise requires, all references to "QEP" or the "Company" are to QEP Resources, Inc. and its subsidiaries on a consolidated basis. QEP's corporate headquarters are located in Denver, Colorado and shares of QEP's common stock trade on the New York Stock Exchange (NYSE) under the ticker symbol "QEP".

Basis of Presentation of Interim Condensed Consolidated Financial Statements

The interim Condensed Consolidated Financial Statements contain the accounts of QEP and its majority-owned or controlled subsidiaries. The Condensed Consolidated Financial Statements were prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the United States and with the instructions for Quarterly Reports on Form 10-Q and Regulation S-X. All significant intercompany accounts and transactions have been eliminated in consolidation.

The Condensed Consolidated Financial Statements reflect all normal recurring adjustments and accruals that are, in the opinion of management, necessary for a fair statement of financial position and results of operations for the interim periods presented. Interim Condensed Consolidated Financial Statements and the year-end balance sheet do not include all of the information and notes required by GAAP for audited annual consolidated financial statements. These Condensed Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and Notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2016.

The preparation of the Condensed Consolidated Financial Statements and Notes in conformity with GAAP requires that management make estimates and assumptions that affect revenues, expenses, assets and liabilities, and disclosure of contingent assets and liabilities. Actual results could differ from estimates. The results of operations for the three and six months ended June 30, 2017, are not necessarily indicative of the results that may be expected for the year ending December 31, 2017.

Reclassifications

Certain prior period balances on the Condensed Consolidated Statement of Operations have been reclassified to conform to the current year presentation. Such reclassifications had no effect on the Company's net income, earnings per share, cash flows or retained earnings previously reported.

Impairment of Long-Lived Assets

During the six months ended June 30, 2016, QEP recorded impairment charges of \$1,183.2 million, of which \$1,167.9 million was related to proved properties due to lower future oil and gas prices, \$11.6 million was related to expiring leaseholds on unproved properties and \$3.7 million was related to an impairment of goodwill. Of the \$1,167.9 million impairment on proved properties, \$1,164.0 million related to Pinedale properties, \$3.5 million related to Other Northern properties and \$0.4 million related to QEP's Other Southern properties.

New Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which seeks to provide a single, comprehensive revenue recognition model for all contracts with customers to improve comparability within industries, across industries, and across capital markets. The revenue standard contains principles that an entity will apply to determine the measurement of revenue and timing of when it is recognized. The underlying principle is that an entity will recognize revenue to depict the transfer of goods or services to customers at an amount that the entity expects to be entitled to in exchange for those goods or services. In addition, new and enhanced disclosures will be required. The amendment is effective prospectively for reporting periods beginning on or after December 15, 2017, and early adoption is permitted for periods beginning on or after December 15, 2016. The two permitted transition methods under the new standard are the full retrospective method, in which case the standard would be applied to each prior reporting period presented, or the modified retrospective method, in which case the cumulative effect of applying the standard would be recognized at the date of initial application. The Company has selected the modified retrospective method and is currently assessing the impact of the ASU on the Company's Condensed Consolidated Financial Statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires lessees to recognize the lease assets and lease liabilities classified as operating leases on the balance sheet and disclosing key quantitative and qualitative information about leasing arrangements. The amendment will be effective for reporting periods beginning after December 15, 2018, and early adoption is permitted. The Company is currently assessing the impact of the ASU on the Company's Condensed Consolidated Financial Statements.

In March 2016, the FASB issued ASU No. 2016-06, *Derivatives and hedging (Topic 815): Contingent put and call options in debt instruments*, which clarifies the requirements for assessing whether contingent call (put) options that can accelerate the payment of principal on debt instruments are clearly and closely related to their debt hosts. The amendment will be effective prospectively for reporting periods beginning on or after December 15, 2016, and early adoption is permitted. The Company adopted this standard in the first quarter of 2017 and the adoption of this new standard did not have a material impact on the Company's Condensed Consolidated Financial Statements.

In March 2016, the FASB issued ASU No. 2016-09, *Compensation – Stock Compensation (Topic 718): Improvements to employee share-based payment accounting*, which includes provisions intended to simplify various aspects related to how share-based compensation payments are accounted for and presented in the financial statements. This amendment was effective prospectively for reporting periods beginning after December 15, 2016, and early adoption was permitted. The Company adopted this standard in the first quarter of 2017 and the adoption of this new standard did not have a material impact on the Company's Condensed Consolidated Financial Statements.

In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations (Topic 805): Clarifying the definition of a business*, which clarifies the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of businesses. The amendment will be effective prospectively for reporting periods beginning after December 15, 2017, and early adoption is permitted. The Company is currently assessing the impact of the ASU on the Company's Condensed Consolidated Financial Statements.

In January 2017, the FASB issued ASU No. 2017-04, *Intangibles – Goodwill and Other (Topic 350): Simplifying the test for goodwill impairment*, which eliminates the requirement to calculate implied fair value of goodwill to measure the goodwill impairment charge. The amendment will be effective prospectively for reporting periods beginning after December 15, 2019, and early adoption is permitted. The Company early adopted this standard in the first quarter of 2017 and the adoption of this new standard did not have a material impact on the Company's Condensed Consolidated Financial Statements.

In March 2017, the FASB issued ASU No. 2017-07, *Compensation – Retirement Benefits (Topic 715): Improving the presentation of net periodic pension cost and net periodic postretirement benefit cost*, which changes how employers of a defined benefit plan present net periodic benefit cost in the statement of operations. The amendment will be effective retrospectively for reporting periods beginning after December 15, 2017, and early adoption is permitted. The Company early adopted this standard in the first quarter of 2017 and the adoption of this new standard did not have a material impact on the Company's Condensed Consolidated Financial Statements. See Note 11 – Employee Benefits for additional information regarding the Company's postretirement benefit plan.

Note 2 – Acquisitions and Divestitures

2016 Permian Basin Acquisition

In October 2016, QEP acquired oil and gas properties in the Permian Basin for an aggregate purchase price of approximately \$591.0 million, subject to customary post-closing purchase price adjustments (the 2016 Permian Basin Acquisition). The 2016 Permian Basin Acquisition consists of approximately 9,600 net acres in Martin County, Texas, which are primarily held by production from existing vertical wells. The 2016 Permian Basin Acquisition was funded with cash on hand, which included proceeds from an equity offering in June 2016.

The 2016 Permian Basin Acquisition meets the definition of a business combination under ASC 805, *Business Combinations*, as it includes significant proved properties. QEP allocated the cost of the 2016 Permian Basin Acquisition to assets acquired and liabilities assumed based on fair values as of the acquisition date. Revenues of \$15.1 million and \$19.8 million and net income of \$2.1 million and \$1.6 million were generated from the acquired properties during the three and six months ended June 30, 2017, respectively, and are included in QEP's Condensed Consolidated Statements of Operations. In conjunction with the 2016 Permian Basin Acquisition, the Company recorded an \$18.2 million bargain purchase gain in 2016. The acquisition resulted in a bargain purchase gain primarily as a result of an increase in future oil prices from the execution of the purchase and sale agreement to the closing date of the acquisition. During the six months ended June 30, 2017, the Company reduced the bargain purchase gain by \$0.4 million due to purchase price adjustments. The bargain purchase gain is reported on the Condensed Consolidated Statements of Operations within "Interest and other income (expense)".

The following table presents a summary of the Company's purchase accounting entries (in millions) as of June 30, 2017:

Consideration:

Total consideration	\$ 591.0
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Amounts recognized for fair value of assets acquired and liabilities assumed:

Proved properties	\$ 406.2
Unproved properties	214.2
Asset retirement obligations	(11.6)
Bargain purchase gain	(17.8)
Total fair value	\$ 591.0

The following unaudited, pro forma results of operations are provided for the three and six months ended June 30, 2016. Pro forma results are not provided for the three and six months ended June 30, 2017, because the 2016 Permian Basin Acquisition occurred during the fourth quarter of 2016, and therefore, the results are included in QEP's results of operations for the three and six months ended June 30, 2017. These supplemental pro forma results of operations are provided for illustrative purposes only and may not be indicative of the actual results that would have been achieved by the acquired properties for the periods presented, or that may be achieved by such properties in the future. Future results may vary significantly from the results reflected in this pro forma financial information because of future events and transactions, as well as other factors. The pro forma information is based on QEP's condensed consolidated results of operations for the three and six months ended June 30, 2016, the acquired properties' historical results of operations and estimates of the effect of the transaction on the combined results. The pro forma results of operations have been prepared by adjusting the historical results of QEP to include the historical results of the acquired properties based on information provided by the seller and the impact of the preliminary purchase price allocation. The pro forma results of operations do not include any cost savings or other synergies that may result from the 2016 Permian Basin Acquisition or any estimated costs that have been or will be incurred by the Company to integrate the acquired properties.

	Three Months Ended June 30, 2016		Six Months Ended June 30, 2016	
	Actual	Pro forma	Actual	Pro forma
	(in millions, except per share amounts)			
Revenues	\$ 333.7	\$ 338.7	\$ 595.0	\$ 604.6
Net income (loss)	\$ (197.0)	\$ (197.5)	\$ (1,060.8)	\$ (1,062.0)
Earnings (loss) per common share				
Basic	\$ (0.90)	\$ (0.91)	\$ (5.21)	\$ (5.21)
Diluted	\$ (0.90)	\$ (0.91)	\$ (5.21)	\$ (5.21)

Other Acquisitions

During the six months ended June 30, 2017, QEP acquired various oil and gas properties, primarily proved and unproved leaseholds and additional surface acreage in the Permian Basin, for an aggregate purchase price of \$76.6 million. In conjunction with these acquisitions, the Company recorded \$5.3 million of goodwill. The goodwill is reported on the Condensed Consolidated Balance Sheets within "Other noncurrent assets".

During the six months ended June 30, 2016, QEP acquired various oil and gas properties, which primarily included additional interests in QEP's operated wells and the associated leasehold in the Permian and Williston basins, for an aggregate purchase price of \$29.8 million. In conjunction with the acquisitions, the Company recorded \$3.7 million of goodwill, all of which was subsequently impaired in 2016.

Divestitures

During the six months ended June 30, 2017, QEP received proceeds of \$2.3 million and recorded accounts receivable of \$36.7 million, resulting in a pre-tax gain on sale of \$19.8 million, primarily related to the divestiture of certain non-core properties in the Other Northern area. Gains and losses are reported on the Condensed Consolidated Statements of Operations within "Net gain (loss) from asset sales".

During the six months ended June 30, 2016, QEP received proceeds of \$23.7 million and recorded a pre-tax loss on sale of \$0.3 million, primarily related to the divestiture of certain non-core properties in the Other Southern area.

Note 3 – Earnings Per Share

Basic earnings per share (EPS) are computed by dividing net income by the weighted-average number of common shares outstanding during the reporting period. Diluted EPS includes the potential increase in the number of outstanding shares that could result from the exercise of in-the-money stock options. QEP's unvested restricted share awards are included in weighted-average basic common shares outstanding because, once the shares are granted, the restricted share awards are considered issued and outstanding, the historical forfeiture rate is minimal and the restricted share awards are eligible to receive dividends.

Unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents are considered participating securities and are included in the computation of earnings per share pursuant to the two-class method. The Company's unvested restricted share awards contain non-forfeitable dividend rights and participate equally with common stock with respect to dividends issued or declared. However, the Company's unvested restricted share awards do not have a contractual obligation to share in losses of the Company. The Company's unexercised stock options do not contain rights to dividends. Under the two-class method, the earnings used to determine basic earnings per common share are reduced by an amount allocated to participating securities. When the Company records a net loss, none of the loss is allocated to the participating securities since the securities are not obligated to share in Company losses. Use of the two-class method has an insignificant impact on the calculation of basic and diluted earnings per common share. During the three and six months ended June 30, 2017, there were no anti-dilutive shares. During the three and six months ended June 30, 2016, there were anti-dilutive shares of 0.1 million not included in diluted common shares outstanding as they were anti-dilutive to QEP's net loss.

A reconciliation of the components of basic and diluted shares used in the EPS calculation follows:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2017	2016	2017	2016
	(in millions)			
Weighted-average basic common shares outstanding	240.5	217.7	240.4	203.7
Potential number of shares issuable upon exercise of in-the-money stock options under the Long-Term Stock Incentive Plan	0.1	—	0.1	—
Average diluted common shares outstanding	240.6	217.7	240.5	203.7

Note 4 – Capitalized Exploratory Well Costs

Net changes in capitalized exploratory well costs are presented in the table below. The balance at June 30, 2017, represents the amount of capitalized exploratory well costs that are pending the determination of proved reserves.

	Capitalized Exploratory Well Costs	
	2017	
	(in millions)	
Balance at January 1,	\$	14.2
Additions to capitalized exploratory well costs pending the determination of proved reserves		10.0
Balance at June 30,	\$	24.2
Capitalized exploratory well costs that have been capitalized for a period of one year or less	\$	10.4
Capitalized exploratory well costs that have been capitalized for a period greater than one year		13.8
Total capitalized exploratory well costs	\$	24.2
Number of projects with exploratory well costs that have been capitalized for a period greater than one year		1

Central Basin Platform exploration project. As of June 30, 2017, QEP had approximately \$13.8 million of exploratory well costs that are older than one year, all of which related to the Central Basin Platform exploration project in the Permian Basin targeting the Woodford Formation. QEP completed one exploratory well related to this project in the first quarter of 2016 and drilled a second exploratory well that was completed in the first half of 2017. In addition to the exploratory well costs, QEP has \$28.6 million of unproved leasehold costs related to the Central Basin Platform exploration project as of June 30, 2017. QEP will continue to evaluate the performance of both wells to determine the ultimate economic feasibility of this exploration project.

Note 5 – Asset Retirement Obligations

QEP records asset retirement obligations (ARO) associated with the retirement of tangible, long-lived assets. The Company's ARO liability applies primarily to abandonment costs associated with oil and gas wells and certain other properties. The fair values of such costs are estimated by Company personnel based on abandonment costs of similar assets and depreciated over the life of the related assets. Revisions to the ARO estimates result from changes in expected cash flows or material changes in estimated asset retirement costs. The ARO liability is adjusted to present value each period through an accretion calculation using a credit-adjusted risk-free interest rate. Of the \$231.7 million and \$231.6 million ARO liability for the periods ended June 30, 2017 and December 31, 2016, respectively, \$6.0 million and \$5.8 million, respectively, were included as a liability within "Accounts payable and accrued expenses" on the Condensed Consolidated Balance Sheets.

The following is a reconciliation of the changes in the Company's ARO for the period specified below:

	Asset Retirement Obligations	
	2017	
	(in millions)	
ARO liability at January 1,	\$	231.6
Accretion		4.3
Additions		3.3
Revisions		0.2
Liabilities settled		(7.7)
ARO liability at June 30,	\$	231.7

Note 6 – Fair Value Measurements

QEP measures and discloses fair values in accordance with the provisions of ASC 820, *Fair Value Measurements and Disclosures*. This guidance defines fair value in applying GAAP, establishes a framework for measuring fair value and expands disclosures about fair value measurements. ASC 820 also establishes a fair value hierarchy. Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that the Company has the ability to access at the measurement date. Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. Level 3 inputs are unobservable inputs for the asset or liability.

QEP has determined that its commodity derivative instruments are Level 2. The Level 2 fair value of commodity derivative contracts (see Note 7 – Derivative Contracts) is based on market prices posted on the respective commodity exchange on the last trading day of the reporting period and industry standard discounted cash flow models. QEP primarily applies the market approach for recurring fair value measurements and maximizes its use of observable inputs and minimizes its use of unobservable inputs. QEP considers bid and ask prices for valuing the majority of its assets and liabilities measured and reported at fair value. In addition to using market data, QEP makes assumptions in valuing its assets and liabilities, including assumptions about risk and the risks inherent in the inputs to the valuation technique. The Company's policy is to recognize significant transfers between levels at the end of the reporting period.

Certain of the Company's commodity derivative instruments are valued using industry standard models that consider various inputs, including quoted forward prices for commodities, time value, volatility, and current market and contractual prices for the underlying instruments, as well as other relevant economic measures. Substantially all of these inputs are observable in the marketplace throughout the full term of the instrument and can be derived from observable data or are supported by observable prices at which transactions are executed in the marketplace. The determination of fair value for derivative assets and liabilities also incorporates nonperformance risk for counterparties and for QEP. Derivative contract fair values are reported on a net basis to the extent a legal right of offset with the counterparty exists.

The fair value of financial assets and liabilities at June 30, 2017 and December 31, 2016, is shown in the table below:

	Fair Value Measurements				Net Amounts Presented on the Condensed Consolidated Balance Sheets
	Gross Amounts of Assets and Liabilities				
	Level 1	Level 2	Level 3	Netting Adjustments ⁽¹⁾	
June 30, 2017					
(in millions)					
Financial Assets					
Fair value of derivative contracts – short-term	\$ —	\$ 63.0	\$ —	\$ (14.2)	\$ 48.8
Fair value of derivative contracts – long-term	—	28.6	—	—	28.6
Total financial assets	\$ —	\$ 91.6	\$ —	\$ (14.2)	\$ 77.4
Financial Liabilities					
Fair value of derivative contracts – short-term	\$ —	\$ 15.6	\$ —	\$ (14.2)	\$ 1.4
Fair value of derivative contracts – long-term	—	0.1	—	—	0.1
Total financial liabilities	\$ —	\$ 15.7	\$ —	\$ (14.2)	\$ 1.5
December 31, 2016					
Financial Assets					
Fair value of derivative contracts – short-term	\$ —	\$ —	\$ —	\$ —	\$ —
Fair value of derivative contracts – long-term	—	—	—	—	—
Total financial assets	\$ —	\$ —	\$ —	\$ —	\$ —
Financial Liabilities					
Fair value of derivative contracts – short-term	\$ —	\$ 169.8	\$ —	\$ —	\$ 169.8
Fair value of derivative contracts – long-term	—	32.0	—	—	32.0
Total financial liabilities	\$ —	\$ 201.8	\$ —	\$ —	\$ 201.8

⁽¹⁾ The Company nets its derivative contract assets and liabilities outstanding with the same counterparty on the Condensed Consolidated Balance Sheets, for the contracts that contain netting provisions. See Note 7 – Derivative Contracts for additional information regarding the Company's derivative contracts.

The following table discloses the fair value and related carrying amount of certain financial instruments not disclosed in other Notes to the Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q:

	June 30, 2017		December 31, 2016	
	Carrying Amount	Level 1 Fair Value	Carrying Amount	Level 1 Fair Value
(in millions)				
Financial Assets				
Cash and cash equivalents	\$ 178.8	\$ 178.8	\$ 443.8	\$ 443.8
Financial Liabilities				
Checks outstanding in excess of cash balances	\$ 11.9	\$ 11.9	\$ 12.3	\$ 12.3
Long-term debt	\$ 2,023.0	\$ 2,036.4	\$ 2,020.9	\$ 2,104.3

The carrying amounts of cash and cash equivalents and checks outstanding in excess of cash balances approximate fair value. The fair value of fixed-rate long-term debt is based on the trading levels and dollar prices for the Company's debt at the end of the quarter.

The initial measurement of ARO at fair value is calculated using discounted cash flow techniques and is based on internal estimates of future retirement costs associated with property, plant and equipment. Significant Level 3 inputs used in the calculation of ARO includes plugging costs and reserve lives. A reconciliation of the Company's ARO is presented in Note 5 – Asset Retirement Obligations.

Nonrecurring Fair Value Measurements

The provisions of the fair value measurement standard are also applied to the Company's nonrecurring measurements. The Company utilizes fair value on a nonrecurring basis to review its proved oil and gas properties for potential impairment when events and circumstances indicate a possible decline in the recoverability of the carrying value of such property. During the six months ended June 30, 2017, the Company recorded no impairments on proved oil and gas properties. During the six months ended June 30, 2016, the Company recorded impairments on certain proved oil and gas properties of \$1,167.9 million resulting in a reduction of the associated carrying value to fair value. The fair value of the property was measured utilizing the income approach and utilizing inputs that are primarily based upon internally developed cash flow models discounted at an appropriate weighted average cost of capital. Given the unobservable nature of the inputs, fair value calculations associated with proved oil and gas property impairments are considered Level 3 within the fair value hierarchy.

Acquisitions of proved and unproved properties are also measured at fair value on a nonrecurring basis. The Company utilizes a discounted cash flow model to estimate the fair value of acquired property as of the acquisition date which utilizes the following inputs to estimate future net cash flows: (i) estimated quantities of oil, gas and NGL reserves; (ii) estimates of future commodity prices; and (iii) estimated production rates, future operating and development costs, which are based on the Company's historic experience with similar properties. In some instances, market comparable information of recent transactions is used to estimate fair value of unproved acreage. Due to the unobservable characteristics of the inputs, the fair value of the acquired properties is considered Level 3 within the fair value hierarchy. See Note 2 – Acquisitions and Divestitures for additional information on the fair value of acquired properties.

Note 7 – Derivative Contracts

QEP has established policies and procedures for managing commodity price volatility through the use of derivative instruments. In the normal course of business, QEP uses commodity price derivative instruments to reduce the impact of potential downward movements in commodity prices on cash flow, returns on capital investment, and other financial results. However, these instruments typically limit gains from favorable price movements. The volume of production subject to commodity derivative instruments and the mix of the instruments are frequently evaluated and adjusted by management in response to changing market conditions. QEP may enter into commodity derivative contracts for up to 100% of forecasted production, but generally, QEP enters into commodity derivative contracts for approximately 50% to 75% of its forecasted annual production by the end of the first quarter of each fiscal year. In addition, QEP may enter into commodity derivative contracts on a portion of its storage transactions. QEP does not enter into commodity derivative contracts for speculative purposes.

QEP uses commodity derivative instruments known as fixed-price swaps or collars to realize a known price or price range for a specific volume of production delivered into a regional sales point. QEP's commodity derivative instruments do not require the physical delivery of oil or gas between the parties at settlement. All transactions are settled in cash with one party paying the other for the net difference in prices, multiplied by the contract volume, for the settlement period. Oil price derivative instruments are typically structured as NYMEX fixed-price swaps based at Cushing, Oklahoma or oil price swaps that use Intercontinental Exchange, Inc. (ICE) Brent oil prices as the reference price. Gas price derivative instruments are typically structured as fixed-price swaps or collars at regional price indices. QEP also enters into oil and gas basis swaps to achieve a fixed-price swap for a portion of its oil and gas sales at prices that reference specific regional index prices.

QEP does not currently have any commodity derivative transactions that have margin requirements or collateral provisions that would require payments prior to the scheduled settlement dates. QEP's commodity derivative contract counterparties are typically financial institutions and energy trading firms with investment-grade credit ratings. QEP routinely monitors and manages its exposure to counterparty risk by requiring specific minimum credit standards for all counterparties, actively monitoring counterparties' public credit ratings and avoiding the concentration of credit exposure by transacting with multiple counterparties. The Company has master-netting agreements with some counterparties that allow the offsetting of receivables and payables in a default situation.

Derivative Contracts – Production

The following table presents QEP's volumes and average prices for its commodity derivative swap contracts as of June 30, 2017:

Year	Index	Total Volumes (in millions)	Average Swap Price per Unit
Oil sales		(bbls)	(\$/bbl)
2017	NYMEX WTI	7.2	\$ 51.51
2018	NYMEX WTI	9.9	\$ 53.59
Gas sales		(MMBtu)	(\$/MMBtu)
2017	NYMEX HH	49.7	\$ 2.87
2017	IFNPCR	16.6	\$ 2.51
2018	NYMEX HH	98.6	\$ 2.99
2019	NYMEX HH	3.7	\$ 2.85

The following table presents QEP's volumes and average prices for its commodity derivative gas collars as of June 30, 2017:

Year	Index	Total Volumes (in millions)	Average Price Floor	Average Price Ceiling
		(MMBtu)	(\$/MMBtu)	(\$/MMBtu)
2017	NYMEX HH	5.5	\$ 2.50	\$ 3.50

QEP uses oil and gas basis swaps, combined with NYMEX WTI and NYMEX HH fixed price swaps, to achieve fixed price swaps for the location at which it sells its physical production. The following table presents details of QEP's oil and gas basis swaps as of June 30, 2017:

Year	Index Less Differential	Index	Total Volumes (in millions)	Weighted-Average Differential
Oil sales			(bbls)	(\$/bbl)
2017	NYMEX WTI	Argus WTI Midland	2.2	\$ (0.67)
2018	NYMEX WTI	Argus WTI Midland	6.2	\$ (1.09)
2019	NYMEX WTI	Argus WTI Midland	0.4	\$ (1.10)
Gas sales			(MMBtu)	(\$/MMBtu)
2017	NYMEX HH	IFNPCR	25.8	\$ (0.18)
2018	NYMEX HH	IFNPCR	7.3	\$ (0.16)

Derivative Contracts – Gas Storage

QEP enters into commodity derivative transactions to lock in a margin on gas volumes placed into storage. The following table presents QEP's volumes and average prices for its storage commodity derivative swap contracts as of June 30, 2017:

Year	Type of Contract	Index	Total Volumes (in millions)	Average Swap Price per Unit
Gas sales			(MMBtu)	(\$/MMBtu)
2017	SWAP	IFNPCR	1.1	\$ 2.83

QEP Derivative Financial Statement Presentation

The following table identifies the Condensed Consolidated Balance Sheet location of QEP's outstanding derivative contracts on a gross contract basis as opposed to the net contract basis presentation on the Condensed Consolidated Balance Sheets and the related fair values at the balance sheet dates:

Balance Sheet line item	Gross asset derivative instruments fair value		Gross liability derivative instruments fair value	
	June 30, 2017	December 31, 2016	June 30, 2017	December 31, 2016
(in millions)				
Current:				
Commodity Fair value of derivative contracts	\$ 63.0	\$ —	\$ 15.6	\$ 169.8
Long-term:				
Commodity Fair value of derivative contracts	28.6	—	0.1	32.0
Total derivative instruments	\$ 91.6	\$ —	\$ 15.7	\$ 201.8

The effects of the change in fair value and settlement of QEP's derivative contracts recorded in "Realized and unrealized gains (losses) on derivative contracts" on the Condensed Consolidated Statements of Operations are summarized in the following table:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
(in millions)				
Derivative contracts not designated as cash flow hedges				
Realized gains (losses) on commodity derivative contracts				
Production				
Oil derivative contracts	\$ 11.5	\$ 19.9	\$ 9.5	\$ 60.7
Gas derivative contracts	(5.1)	28.9	(19.3)	50.4
Gas Storage				
Gas derivative contracts	—	0.7	(0.2)	2.8
Total realized gains (losses) on commodity derivative contracts	6.4	49.5	(10.0)	113.9
Unrealized gains (losses) on commodity derivative contracts				
Production				
Oil derivative contracts	70.5	(107.7)	174.8	(135.6)
Gas derivative contracts	29.4	(120.2)	100.5	(104.8)
Gas Storage				
Gas derivative contracts	0.4	(2.1)	2.3	(3.1)
Total unrealized gains (losses) on commodity derivative contracts	100.3	(230.0)	277.6	(243.5)
Total realized and unrealized gains (losses) on commodity derivative contracts	\$ 106.7	\$ (180.5)	\$ 267.6	\$ (129.6)

Note 8 – Debt

As of the indicated dates, the principal amount of QEP's debt consisted of the following:

	June 30, 2017	December 31, 2016
	(in millions)	
Revolving Credit Facility due 2019	\$ —	\$ —
6.80% Senior Notes due 2018	134.0	134.0
6.80% Senior Notes due 2020	136.0	136.0
6.875% Senior Notes due 2021	625.0	625.0
5.375% Senior Notes due 2022	500.0	500.0
5.25% Senior Notes due 2023	650.0	650.0
Less: unamortized discount and unamortized debt issuance costs	(22.0)	(24.1)
Total principal amount of debt (including current portion)	2,023.0	2,020.9
Less: current portion of long-term debt	(134.0)	—
Total long-term debt outstanding	\$ 1,889.0	\$ 2,020.9

Of the total debt outstanding on June 30, 2017, the 6.80% Senior Notes due April 1, 2018, the 6.80% Senior Notes due March 1, 2020 and the 6.875% Senior Notes due March 1, 2021, will mature within the next five years. In addition, the revolving credit facility matures on December 2, 2019.

Credit Facility

QEP's revolving credit facility, which matures in December 2019, provides for loan commitments of \$1.8 billion from a group of financial institutions. The credit facility provides for borrowings at short-term interest rates and contains customary covenants and restrictions. The credit agreement contains financial covenants (that are defined in the credit agreement) that limit the amount of debt the Company can incur and may limit the amount available to be drawn under the credit facility including: (i) a net funded debt to capitalization ratio that may not exceed 60%; (ii) a leverage ratio under which net funded debt may not exceed 4.25 times consolidated EBITDA (as defined in the credit agreement) for the fiscal quarters ending on and prior to December 31, 2017, 4.00 times for the quarters in fiscal year 2018, and 3.75 times thereafter and (iii) during a ratings trigger period, a present value coverage ratio which requires that the present value of the Company's proved reserves must exceed net funded debt by 1.25 times at any time prior to January 1, 2018, and 1.50 times at any time on or after January 1, 2018. The Company is currently not subject to the present value coverage ratio. At June 30, 2017 and December 31, 2016, QEP was in compliance with the covenants under the credit agreement.

During the six months ended June 30, 2017 and 2016, QEP had no borrowings under the credit facility. Additionally, as of June 30, 2017 and December 31, 2016, QEP had no borrowings outstanding under the credit facility and had \$1.0 million and \$2.8 million, respectively, in letters of credit outstanding under the credit facility.

Senior Notes

At June 30, 2017, the Company had \$2,045.0 million principal amount of senior notes outstanding with maturities ranging from April 2018 to May 2023 and coupons ranging from 5.25% to 6.875%. The senior notes pay interest semi-annually, are unsecured senior obligations and rank equally with all of our other existing and future unsecured and senior obligations. QEP may redeem some or all of its senior notes at any time before their maturity at a redemption price based on a make-whole amount plus accrued and unpaid interest to the date of redemption. The indentures governing QEP's senior notes contain customary events of default and covenants that may limit QEP's ability to, among other things, place liens on its property or assets.

Note 9 – Commitments and Contingencies

The Company is involved in various commercial and regulatory claims, litigation and other legal proceedings that arise in the ordinary course of its business. In each reporting period, the Company assesses these claims in an effort to determine the degree of probability and range of possible loss for potential accrual in its Condensed Consolidated Financial Statements. In accordance with ASC 450, *Contingencies*, an accrual is recorded for a material loss contingency when its occurrence is probable and damages are reasonably estimable based on the anticipated most likely outcome or the minimum amount within a range of possible outcomes.

Legal proceedings are inherently unpredictable and unfavorable resolutions can occur. Assessing contingencies is highly subjective and requires judgment about uncertain future events. When evaluating contingencies related to legal proceedings, the Company may be unable to estimate losses due to a number of factors, including potential defenses, the procedural status of the matter in question, the presence of complex legal and/or factual issues, the ongoing discovery and/or development of information important to the matter.

Claims of Former Limited Partners – The Company received a demand from certain former limited partners of terminated drilling partnerships of the Company (acting as the general partner). The former limited partners allege that distributions to which they were entitled from the drilling partnerships were not made or were calculated incorrectly. Other former limited partners may assert claims. No litigation has been filed, and the Company continues to evaluate the allegations and its defenses.

Department of Interior and Department of Justice Investigation regarding Indian Royalties – Pursuant to regulations published by the Office of Natural Resources Revenue (ONRR) of the Department of the Interior (DOI), certain of the Company’s Indian leases are subject to “dual accounting” and “major portion” requirements. The Company must initially report royalties on production from these leases based upon its actual sales arrangements and, once ONRR publishes the major portion price (approximately 18 months after a calendar year), the Company must recalculate its previously reported royalties for the applicable calendar year and pay additional royalties if the dual accounting or major portion pricing results in higher royalties. In July 2016, the Company was notified that the Office of Inspector General of the DOI was investigating the Company’s compliance with ONRR dual accounting and major portion requirements to recalculate royalties for 2013 on production from certain Indian leases. In June 2017, the Company was notified by the Department of Justice that it was working with the DOI on the investigation due to the Company’s failure to pay gas royalties to tribal and allotted mineral interest owners through ONRR for 2013 and 2014.

EPA Request for Information – In July 2015, QEP received an information request from the Environmental Protection Agency (EPA) pursuant to Section 114(a) of the Clean Air Act. The information request sought facts and data about certain tank batteries in QEP’s Williston Basin operations. QEP timely responded to the information requests. In August 2016, the EPA requested a conference to review this matter. In addition, since February 2016, the North Dakota Department of Health (NDDH) has engaged with the oil and gas production industry in North Dakota to address potential noncompliance associated with emissions from tank batteries. QEP has participated in these discussions. While no formal federal or state enforcement action has been commenced in connection with the tank batteries to date, other operators have been assessed penalties following similar information requests. QEP anticipates that resolution of these matters will likely result in penalties and require QEP to incur additional capital expenditures to correct noncompliance issues.

To the extent that the Company can reasonably estimate losses for contingencies where the risk of a material loss (in excess of accruals, if any) is reasonably possible, the Company estimates such losses could total between zero and approximately \$25.0 million.

Note 10 – Share-Based Compensation

QEP issues stock options, restricted share awards and restricted share units under its Long-Term Stock Incentive Plan (LTSIP) and awards performance share units under its Cash Incentive Plan (CIP) to certain officers, employees and non-employee directors. QEP recognizes the expense over the vesting periods for the stock options, restricted share awards, restricted share units and performance share units. There were 5.5 million shares available for future grants under the LTSIP at June 30, 2017.

Share-based compensation expense is recognized within "General and administrative" expense on the Condensed Consolidated Statements of Operations and is summarized in the table below:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
	(in millions)			
Stock options	\$ 0.6	\$ 0.5	\$ 1.2	\$ 1.2
Restricted share awards	6.0	5.7	13.3	12.2
Performance share units	(4.9)	4.8	(6.8)	5.6
Restricted share units	—	0.1	—	0.1
Total share-based compensation expense	\$ 1.7	\$ 11.1	\$ 7.7	\$ 19.1

Stock Options

QEP uses the Black-Scholes-Merton mathematical model to estimate the fair value of stock option awards at the date of grant. Fair value calculations rely upon subjective assumptions used in the mathematical model and may not be representative of future results. The Black-Scholes-Merton model is intended for calculating the value of options not traded on an exchange. The Company utilizes the "simplified" method to estimate the expected term of the stock options granted as there is limited historical exercise data available in estimating the expected term of the stock options. QEP uses a historical volatility method to estimate the fair value of stock options awards and the risk-free interest rate is based on the yield on U.S. Treasury strips with maturities similar to those of the expected term of the stock options. The stock options typically vest in equal installments over a three-year period from the grant date and are exercisable immediately upon vesting through the seventh anniversary of the grant date. To fulfill options exercised, QEP either reissues treasury stock or issues new shares.

The calculated fair value of options granted and major assumptions used in the model at the date of grant are listed below for the six months ended June 30, 2017:

	Stock Option Assumptions
Weighted-average grant date fair value of awards granted during the period	\$ 6.52
Weighted-average risk-free interest rate	1.81%
Weighted-average expected price volatility	43.8%
Expected dividend yield	—%
Expected term in years at the date of grant	4.5

Stock option transactions under the terms of the LTSIP are summarized below:

	Options Outstanding	Weighted-Average Exercise Price (per share)	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
Outstanding at December 31, 2016	2,151,957	\$ 25.26		
Granted	409,549	16.98		
Canceled	(202,260)	27.55		
Outstanding at June 30, 2017	2,359,246	\$ 23.63	4.07	\$ —
Options Exercisable at June 30, 2017	1,535,515	\$ 28.04	3.05	\$ —
Unvested Options at June 30, 2017	823,731	\$ 15.42	5.97	\$ —

During the six months ended June 30, 2017 and 2016, there were no exercises of stock options. As of June 30, 2017, \$2.8 million of unrecognized compensation cost related to stock options granted under the LTSIP, which is included within "Additional paid-in capital" on the Condensed Consolidated Balance Sheets, is expected to be recognized over a weighted-average period of 2.43 years.

Restricted Share Awards

Restricted share award grants typically vest in equal installments over a three-year period from the grant date. The grant date fair value is determined based on the closing bid price of the Company's common stock on the grant date. The total fair value of restricted share awards that vested during the six months ended June 30, 2017 and 2016 was \$20.3 million and \$21.4 million, respectively. The weighted-average grant date fair value of restricted share awards was \$16.69 per share and \$10.25 per share for the six months ended June 30, 2017 and 2016, respectively. As of June 30, 2017, \$28.5 million of unrecognized compensation cost related to restricted share awards granted under the LTSIP, which is included within "Additional paid-in capital" on the Condensed Consolidated Balance Sheets, is expected to be recognized over a weighted-average vesting period of 2.38 years.

Transactions involving restricted share awards under the terms of the LTSIP are summarized below:

	Restricted Share Awards Outstanding	Weighted-Average Grant Date Fair Value (per share)
Unvested balance at December 31, 2016	3,208,503	\$ 14.32
Granted	1,520,435	16.69
Vested	(1,237,333)	16.41
Forfeited	(66,873)	15.19
Unvested balance at June 30, 2017	3,424,732	\$ 14.60

Performance Share Units

The payouts for performance share units are dependent upon the Company's total shareholder return compared to a group of its peers over a three-year period. The awards are denominated in share units and have historically been delivered in cash. Beginning with awards granted in 2015, the Company has the option to settle earned awards in cash or shares of common stock under the Company's LTSIP; however, as of June 30, 2017, the Company expects to settle all awards in cash. These awards are classified as liabilities and are included within "Other long-term liabilities" on the Condensed Consolidated Balance Sheets. As these awards are dependent upon the Company's total shareholder return and stock price, they are remeasured at fair value at the end of each reporting period. The weighted-average grant date fair value of the performance share units was \$16.98 per share and \$10.12 per share for the six months ended June 30, 2017 and 2016, respectively. As of June 30, 2017, \$0.4 million of unrecognized compensation cost, which represents the unvested portion of the fair market value of performance shares granted, is expected to be recognized over a weighted-average vesting period of 2.22 years.

Transactions involving performance share units under the terms of the CIP are summarized below:

	Performance Share Units Outstanding	Weighted-Average Grant Date Fair Value (per share)
Unvested balance at December 31, 2016	1,027,280	\$ 17.24
Granted	401,480	16.98
Vested and Paid	(215,439)	31.63
Unvested balance at June 30, 2017	1,213,321	\$ 14.60

Restricted Share Units

Restricted share units vest over a three-year period and are deferred into the Company's nonqualified, unfunded deferred compensation plan at the time of vesting. These awards are ultimately delivered in cash. They are classified as liabilities and are included in "Other long-term liabilities" on the Condensed Consolidated Balance Sheets and are measured at fair value at the end of each reporting period. The weighted-average grant date fair value of the restricted share units was \$16.98 and \$10.12 per share for the six months ended June 30, 2017 and 2016, respectively. As of June 30, 2017, \$0.1 million of unrecognized compensation cost, which represents the unvested portion of the fair market value of restricted share units granted, is expected to be recognized over a weighted-average vesting period of 1.88 years.

Transactions involving restricted share units under the terms of the LTSIP are summarized below:

	Restricted Share Units Outstanding	Weighted-Average Grant Date Fair Value (per share)
Unvested balance at December 31, 2016	18,034	\$ 10.12
Granted	9,924	16.98
Vested	(6,012)	10.12
Unvested balance at June 30, 2017	<u>21,946</u>	\$ 13.22

Note 11 – Employee Benefits

Pension and Other Postretirement Benefits

The Company provides pension and other postretirement benefits to certain employees through three retirement benefit plans: the QEP Resources, Inc. Retirement Plan (the Pension Plan), the Supplemental Executive Retirement Plan (the SERP), and a postretirement medical plan (the Medical Plan).

During the six months ended June 30, 2017, the Company changed the eligibility requirements for active employees eligible for the Medical Plan, as well as retirees currently enrolled. Effective July 1, 2017, the Company will no longer offer the Medical Plan to retirees and/or spouses that are Medicare eligible. The Company will no longer offer life insurance to anyone retiring on or after July 1, 2017.

The Pension Plan is a closed, qualified, defined-benefit pension plan that is funded and provides pension benefits to certain QEP employees. During the six months ended June 30, 2017, the Company made contributions of \$4.0 million to the Pension Plan and does not expect to make additional contributions to the Pension Plan during the remainder of 2017. Contributions to the Pension Plan increase plan assets. The Pension Plan was amended in June 2015 and was frozen effective January 1, 2016, such that employees do not earn additional defined benefits for future services.

The SERP is a nonqualified retirement plan that is unfunded and provides pension benefits to certain QEP employees. During the six months ended June 30, 2017, the Company made contributions of \$1.8 million to its SERP and expects to contribute an additional \$0.2 million to its SERP during the remainder of 2017. Contributions to the SERP are used to fund current benefit payments. The SERP was amended and restated in June 2015 and was closed to new participants effective January 1, 2016.

The Medical Plan is unfunded and provides other postretirement benefits including certain health care and life insurance benefits for certain retired QEP employees. During the six months ended June 30, 2017, the Company made contributions of \$0.1 million to its Medical Plan and expects to contribute an additional \$0.1 million to its Medical Plan during the remainder of 2017. Contributions to the Medical Plan are used to fund current benefit payments.

In accordance with the adoption of ASU No. 2017-07, *Compensation – Retirement Benefits (Topic 715): Improving the presentation of net periodic pension cost and net periodic postretirement benefit cost*, the Company recognizes service costs related to SERP and Medical Plan benefits within "General and administrative" expense on the Condensed Consolidated Statements of Operations. All other expenses related to the Pension Plan, SERP and Medical Plan are recognized within "Interest and other income (expense)" on the Condensed Consolidated Statements of Operations.

The following table sets forth the Company's net periodic benefit costs related to its Pension Plan, SERP and Medical Plan:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2017	2016	2017	2016
(in millions)				
Pension Plan and SERP benefits				
Service cost	\$ 0.1	\$ 0.4	\$ 0.4	\$ 0.6
Interest cost	1.2	1.4	2.4	2.6
Expected return on plan assets	(1.4)	(1.4)	(2.7)	(2.8)
Amortization of prior service costs ⁽¹⁾	0.3	0.4	0.6	0.6
Amortization of actuarial losses ⁽¹⁾	(0.1)	0.3	0.2	0.4
Periodic expense	\$ 0.1	\$ 1.1	\$ 0.9	\$ 1.4
Medical Plan benefits				
Interest cost	\$ 0.1	\$ —	\$ 0.1	\$ 0.1
Amortization of prior service costs ⁽¹⁾	—	0.1	(0.1)	0.1
Periodic expense	\$ 0.1	\$ 0.1	\$ —	\$ 0.2

⁽¹⁾ Amortization of prior service costs out of accumulated other comprehensive income are recognized on the Condensed Consolidated Statements of Operations within "Interest and other income (expense)".

Note 12 – Subsequent Event

In July 2017, QEP entered into a purchase and sale agreement to sell its assets in Pinedale for an aggregate purchase price of approximately \$740.0 million, subject to customary purchase price adjustments. As part of the purchase and sale agreement, QEP has agreed to reimburse the buyer for certain deficiency charges it incurs related to gas processing and NGL transportation and fractionation contracts, if any, between the effective date of the sale and December 31, 2019, in an aggregate amount not to exceed \$45.0 million. The net book value of the Pinedale properties being sold is approximately \$488.0 million as of June 30, 2017, which primarily consists of property, plant and equipment included on the Consolidated Balance Sheet. QEP expects to close the transaction in the third quarter of 2017.

QEP also entered into a definitive agreement to acquire oil and gas properties in the Permian Basin for an aggregate purchase price of \$732.1 million, subject to customary purchase price adjustments. The transaction is expected to be funded with proceeds from the Pinedale divestiture, cash on hand and borrowings under the credit facility, if needed, and is expected to close in the fourth quarter of 2017. In addition, in July 2017, QEP closed a separate transaction to acquire oil and gas properties in the Permian Basin for an aggregate purchase price of \$15.9 million, subject to customary purchase price adjustments.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) is intended to provide the reader of the financial statements with a narrative from the perspective of management on the financial condition, results of operations, liquidity and certain other factors that may affect the Company's operating results. MD&A should be read in conjunction with the Condensed Consolidated Financial Statements and related Notes included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

The following information updates the discussion of QEP's financial condition provided in its Annual Report on Form 10-K for the year ended December 31, 2016 (2016 Form 10-K) and analyzes the changes in the results of operations between the three

and six months ended June 30, 2017 and 2016. For definitions of commonly used oil and gas terms found in this Quarterly Report on Form 10-Q, please refer to the "Glossary of Terms" provided in the 2016 Form 10-K.

OVERVIEW

QEP Resources, Inc. is an independent crude oil and natural gas exploration and production company focused in two regions of the United States: the Northern Region (primarily in North Dakota, Wyoming and Utah) and the Southern Region (primarily in Texas and Louisiana). Unless otherwise specified or the context otherwise requires, all references to "QEP" or the "Company" are to QEP Resources, Inc. and its subsidiaries on a consolidated basis. QEP's corporate headquarters are located in Denver, Colorado and shares of QEP's common stock trade on the New York Stock Exchange (NYSE) under the ticker symbol "QEP".

The Company has substantial acreage positions and operations in some of the most prolific hydrocarbon resource plays in the continental United States, including the Williston Basin, Permian Basin, Pinedale Anticline, Uinta Basin and Haynesville Shale. These resource plays are characterized by unconventional oil or gas accumulations in continuous tight sands, carbonates or shales that underlie broad geographic areas. The lateral continuity of such resource plays means that, aside from wells abandoned due to mechanical issues, the Company does not expect to drill many unsuccessful wells as it develops these resource plays. Resource plays allow the Company the opportunity to gain considerable operational efficiencies through high-density, repeatable drilling and completion operations. The Company believes it has a large inventory of lower-risk, predictable development drilling locations across its acreage holdings in the onshore U.S., which provide a solid base for organic growth in production and reserves.

While historically the Company has been more natural gas weighted, in recent years the Company has increased its focus on growing oil production and reserves. Since the beginning of 2012, the Company has acquired over \$3.0 billion of oil-weighted properties and invested approximately 60% of its capital expenditures (excluding property acquisitions) on its oil-weighted properties. The Company has emphasized development of its oil-weighted Permian Basin assets increasing its oil production by 21% during the six months ended June 30, 2017 compared to the six months ended June 30, 2016.

Outlook

Since the commodity price downturn in late 2014, the Company has focused on lowering operating costs, reducing capital investment and preserving its liquidity. We believe our strong balance sheet and ample liquidity will allow us to grow oil production, primarily in the Permian Basin, and gas production, primarily in Haynesville/Cotton Valley, during 2017. We remain focused on continuing to grow our oil assets both organically and through acquisitions.

Based on current commodity prices, we expect to be able to fund our 2017 planned capital program with cash on hand and cash flow from operating activities and borrowings under our credit facility. Our total capital expenditures (excluding property acquisitions), for 2017 are expected to be approximately \$1,075.0 million, an increase of approximately 100% from 2016 capital expenditures. We continuously evaluate our level of drilling and completion activity in light of drilling results, commodity prices and changes in our operating and development costs and may make adjustments to our capital investment program based on such evaluations. See "Cash Flow from Investing Activities" for further discussion of our capital expenditures.

Acquisitions and Divestitures

While QEP believes its extensive inventory of identified drilling locations provides a solid base for growth in production and reserves, the Company continues to evaluate and acquire properties in its existing areas of operations to add additional acreage and facilitate the drilling of long lateral wells. QEP believes that its experience, expertise and presence in its core operating areas, combined with its low-cost operating model and financial strength, enhances its ability to pursue acquisition opportunities. The Company continuously evaluates potential acquisition, divestiture and joint venture opportunities that align with its strategic objectives.

Acquisitions

In July 2017, QEP entered into a definitive agreement to acquire oil and gas properties in the Permian Basin for an aggregate purchase price of \$732.1 million, subject to customary purchase price adjustments. The transaction is expected to be funded with proceeds from the Pinedale divestiture, cash on hand and borrowings under the credit facility, if needed, and is expected to close in the four quarter of 2017. In addition, in July 2017, QEP closed a separate transaction to acquire oil and gas properties in the Permian Basin for an aggregate purchase price of \$15.9 million, subject to customary purchase price adjustments.

During the six months ended June 30, 2017, QEP acquired various oil and gas properties, primarily proved and unproved leaseholds and additional surface acreage in the Permian Basin, for an aggregate purchase price of \$76.6 million. In conjunction with these acquisitions, the Company recorded \$5.3 million of goodwill. During the six months ended June 30, 2016, QEP acquired various oil and gas properties, which primarily included additional interests in QEP's operated wells and associated leaseholds in the Permian and Williston basins, for an aggregate purchase price of \$29.8 million. In conjunction with these acquisitions, the Company recorded \$3.7 million of goodwill, all of which was subsequently impaired in 2016.

In October 2016, QEP acquired oil and gas properties in the Permian Basin for an aggregate purchase price of approximately \$591.0 million, subject to customary post-closing purchase price adjustments (the 2016 Permian Basin Acquisition). The 2016 Permian Basin Acquisition consists of approximately 9,600 net acres in Martin County, Texas, which are primarily held by production from existing vertical wells. The 2016 Permian Basin Acquisition was funded with proceeds from an equity offering in June 2016 and cash on hand.

Divestitures

In July 2017, QEP entered into a purchase and sale agreement to sell its assets in Pinedale for an aggregate purchase price of approximately \$740.0 million, subject to customary purchase price adjustments. As part of the purchase and sale agreement, QEP has agreed to reimburse the buyer for certain deficiency charges it incurs related to gas processing and NGL transportation and fractionation contracts, if any, between the effective date of the sale and December 31, 2019, in an aggregate amount not to exceed \$45.0 million. The net book value of the Pinedale properties being sold is approximately \$488.0 million as of June 30, 2017, which primarily consists of property, plant and equipment included on the Consolidated Balance Sheet. QEP expects to close the transaction in the third quarter of 2017.

During the six months ended June 30, 2017, QEP received proceeds of \$2.3 million and recorded accounts receivable of \$36.7 million, resulting in a pre-tax gain on sale of \$19.8 million, primarily related to the divestiture of certain non-core properties in the Other Northern area. During the six months ended June 30, 2016, QEP received proceeds of \$23.7 million and recorded a pre-tax loss on sale of \$0.3 million, primarily related to the divestiture of certain non-core properties in the Other Southern area.

Financial and Operating Results

During the three months ended June 30, 2017, QEP:

- Reported oil production of 4,870.3 Mbbls, including 1,449.6 Mbbls in the Permian Basin and 3,076.5 Mbbls in the Williston Basin;
- Increased gas production over 2016 in the Haynesville/Cotton Valley by 86% to 16.7 Bcf due to a successful refracturing program;
- Reported realized oil prices of \$46.72 per bbl, a 7% increase over 2016;
- Reported realized gas prices of \$2.82 per Mcf, a 12% increase and realized NGL prices of \$16.86 per bbl, a 13% increase over 2016;
- Generated net income of \$45.4 million, or \$0.19 per diluted share; and
- Reported Adjusted EBITDA (a non-GAAP financial measure defined and reconciled below) of \$177.2 million, a 5% increase over 2016.

During the six months ended June 30, 2017, QEP:

- Reported oil production of 9,553.0 Mbbls, including 2,451.3 Mbbls in the Permian Basin and 6,413.2 Mbbls in the Williston Basin;
- Increased gas production over 2016 in the Haynesville/Cotton Valley by 60% to 28.9 Bcf due to a successful refracturing program;
- Reported realized oil prices of \$46.81 per bbl, a 18% increase over 2016;
- Reported realized gas prices of \$2.83 per Mcf, a 14% increase and realized NGL prices of \$19.11 per bbl, a 52% increase over 2016;
- Generated net income of \$122.3 million, or \$0.51 per diluted share;
- Reported Adjusted EBITDA (a non-GAAP financial measure defined and reconciled below) of \$347.9 million, a 22% increase over 2016; and
- Reported \$178.8 million of cash and cash equivalents and had no borrowings under its credit facility at June 30, 2017.

Factors Affecting Results of Operations

Supply, Demand, Market Risk and their Impact on Oil and Gas Prices

Oil and gas prices are affected by many factors outside of our control, including changes in market supply and demand, which are impacted by weather conditions, pipeline capacity constraints, inventory storage levels, basis differentials, export capacity, strength of the U.S. dollar and other factors. In recent years, oil and gas prices have been affected by supply growth, particularly in U.S. oil and gas production, driven by advances in drilling and completion technologies, and fluctuations in demand driven by a variety of factors.

Changes in the market prices for oil, gas and NGL directly impact many aspects of QEP's business, including its financial condition, revenues, results of operations, planned drilling and completion activity and related capital expenditures, liquidity, rate of growth, costs of goods and services required to drill, complete and operate wells, and the carrying value of its oil and gas properties. Historically, field-level prices received for QEP's oil and gas production have been volatile. During the past five years, the posted price for WTI crude oil has ranged from a low of \$26.19 per barrel in February 2016 to a high of \$110.62 per barrel in September 2013. The Henry Hub spot market price of natural gas has ranged from a low of \$1.49 per MMBtu in March 2016 to a high of \$8.15 per MMBtu in February 2014. If prices of oil, gas and NGL decline to early 2016 levels or further, our operations, financial condition and level of expenditures for the development of our oil and gas reserves may be materially and adversely affected.

NGL prices have also been volatile due to increased U.S. hydrocarbon production and insufficient domestic demand and export capacity. In addition to commodity price movements, QEP's composite NGL prices are affected by ethane recovery or rejection. When ethane is recovered as a discrete NGL component instead of being sold as part of the natural gas stream, the average sales price of a NGL barrel decreases as the ethane price is generally lower than the prices of the remaining NGL components. As permitted in some of its processing agreements, QEP recovers ethane when gas processing economics support the recovery of ethane from the natural gas stream. When gas processing economics do not support ethane recovery, and processing agreements permit it to do so, QEP elects to reject ethane from the NGL stream. In instances where QEP can make an election, QEP rejected ethane during the six months ended June 30, 2017, and will likely continue to reject ethane for the remainder of 2017.

Global Geopolitical and Macroeconomic Factors

QEP continues to monitor the global economy, including Europe and China's economic outlook; the Organization of Petroleum Exporting Countries (OPEC) countries oil production and policies regarding production quotas; political unrest and economic issues in certain countries in South America, Asia, Europe, the Middle East, and Africa; slowing growth in certain emerging market economies; actions taken by the U.S. Congress and the president of the United States; the U.S. federal budget deficit; changes in regulatory oversight policy; commodity price volatility; the impact of a potential increase in interest rates; volatility in various global currencies; and other factors. A dramatic decline in regional or global economic conditions, a major recession or depression, regional political instability, economic sanctions, war, or other factors beyond the control of QEP could have a significant impact on oil, gas and NGL supply, demand and prices and the Company's ability to continue its planned drilling programs and could materially impact the Company's financial position, results of operations and cash flow from operations. In December 2015, the U.S. lifted a 40-year ban on the export of oil, giving U.S. producers access to a wider market. As a result, the U.S. may in the future become a significant exporter of oil if the necessary infrastructure is built to support oil exports. Disruption to the global oil supply system, political and/or economic instability, fluctuations in currency values, and/or other factors could trigger additional volatility in oil prices.

Due to continued global economic uncertainty and the corresponding volatility of commodity prices, QEP continues to maintain a strong liquidity position to ensure financial flexibility. QEP uses commodity derivatives to reduce the volatility of the prices QEP receives for a portion of its production and to partially protect cash flow and returns on invested capital from a drop in commodity prices. Generally, QEP intends to enter into commodity derivative contracts for approximately 50% to 75% of its forecasted annual production by the end of the first quarter of each fiscal year. At June 30, 2017, QEP forecasted its 2017 annual production to be approximately 58.8 MMboe and had approximately 65% of its forecasted oil production and 74% of its forecasted gas production covered with fixed-price swaps and collars. See Part 1, Item 3 – "Quantitative and Qualitative Disclosures about Market Risk-Commodity Price Risk Management" for further details on QEP's commodity derivatives transactions.

Potential for Future Asset Impairments

The carrying values of the Company's properties are sensitive to declines in oil, gas and NGL prices as well as increases in various development and operating costs and expenses and, therefore, are at risk of impairment. The Company uses a cash flow model to assess its proved properties for impairment. The cash flow model includes numerous assumptions, including estimates of future oil, gas and NGL production, estimates of future prices for production that are based on the price forecast that

management uses to make investment decisions, including estimates of basis differentials, future operating costs, transportation expenses, production taxes, and development costs that management believes are consistent with its price forecast, and discount rates. Management also considers a number of other factors, including the forward curve for future oil and gas prices, and developments in regional transportation infrastructure when developing its estimate of future prices for production. All inputs for the cash flow model are evaluated at each date of estimate.

We base our fair value estimates on projected financial information that we believe to be reasonably likely to occur. An assessment of the sensitivity of our capitalized costs to changes in the assumptions in our cash flow calculations is not practicable, given the numerous assumptions (e.g., future oil, gas and NGL prices; production and reserves; pace and timing of development plans; timing of capital expenditures; operating costs; drilling and development costs; and inflation and discount rates) that can materially affect our estimates. Unfavorable adjustments to some of the above listed assumptions would likely be offset by favorable adjustments in other assumptions. For example, the impact of sustained reduced oil, gas and NGL prices on future undiscounted cash flows would likely be offset by lower drilling and development costs and lower operating costs.

During the six months ended June 30, 2016, the Company recorded impairments of \$1,183.2 million, of which \$1,167.9 million was related to proved properties due to lower future prices, primarily in Pinedale, \$11.6 million was related to expiring leaseholds on unproved properties and \$3.7 million was related to an impairment of goodwill.

Multi-Well Pad Drilling

To reduce the costs of well location construction and rig mobilization and demobilization and to obtain other efficiencies, QEP utilizes multi-well pad drilling where practical. In certain of our producing areas, wells drilled on a pad are not completed and brought into production until all wells on the pad are drilled and the drilling rig is moved from the location. As a result, multi-well pad drilling delays the commencement of production. In addition, existing wells that offset new wells being completed by QEP or offset operators may need to be temporarily shut-in during the completion process. Such delays and well shut-ins have caused and may continue to cause volatility in QEP's quarterly operating results.

Uncertainties Related to Claims

QEP is currently subject to claims that could adversely impact QEP's liquidity, operating results and/or capital expenditures for a particular reporting period, including, but not limited to those described in Note 9 – Commitments and Contingencies, in Item 1 of Part I of this Quarterly Report on Form 10-Q. Given the uncertainties involved in these matters, QEP is unable to predict the ultimate outcomes.

Critical Accounting Estimates

QEP's significant accounting policies are described in Item 7 of Part II of its 2016 Form 10-K. The Company's Condensed Consolidated Financial Statements are prepared in accordance with GAAP. The preparation of the Company's Condensed Consolidated Financial Statements requires management to make assumptions and estimates that affect the reported results of operations and financial position. QEP's accounting policies on oil and gas reserves, successful efforts accounting for oil and gas operations, impairment of long-lived assets, asset retirement obligations, revenue recognition, litigation and other contingencies, environmental obligations, derivative contracts, pension and other postretirement benefits, share-based compensation, income taxes and purchase price allocations, among others, may involve a high degree of complexity and judgment on the part of management.

Drilling and Completion Activity

The following table presents operated and non-operated well completions for the three and six months ended June 30, 2017:

	Operated Completions				Non-operated Completions			
	Three Months Ended		Six Months Ended		Three Months Ended		Six Months Ended	
	June 30, 2017		June 30, 2017		June 30, 2017		June 30, 2017	
	Gross	Net	Gross	Net	Gross	Net	Gross	Net
Northern Region								
Williston Basin	8	6.4	23	19.2	9	0.2	14	0.3
Pinedale	8	4.5	8	4.5	—	—	—	—
Uinta Basin	—	—	—	—	—	—	—	—
Other Northern	—	—	—	—	—	—	—	—
Southern Region								
Permian Basin	23	22.7	32	31.7	—	—	—	—
Haynesville/Cotton Valley	—	—	—	—	—	—	8	0.8
Other Southern	—	—	—	—	—	—	—	—

The following table presents operated and non-operated wells in the process of being drilled or waiting on completion at June 30, 2017:

	Drilling Rigs	Operated				Non-operated			
		Drilling		Waiting on completion		Drilling		Waiting on completion	
		Gross	Net	Gross	Net	Gross	Net	Gross	Net
Northern Region									
Williston Basin	1	3	2.7	3	2.5	2	0.0	8	0.1
Pinedale	1	2	0.4	14	4.5	—	—	—	—
Uinta Basin	—	—	—	—	—	—	—	—	—
Other Northern	—	—	—	—	—	—	—	—	—
Southern Region									
Permian Basin	5	26	25.9	7	7.0	—	—	—	—
Haynesville/Cotton Valley	—	—	—	—	—	2	0.0	4	0.0
Other Southern	—	—	—	—	—	—	—	—	—

The term "gross" refers to all wells or acreage in which QEP has at least a partial working interest and the term "net" refers to QEP's ownership represented by that working interest. Each gross well completed in more than one producing zone is counted as a single well. QEP typically utilizes multi-well pad drilling where practical. Wells drilled are not completed and brought into production until all wells on the pad are drilled and the drilling rig is moved from the location. QEP sometimes suspends completion activities due to adverse weather conditions, operational factors or other macroeconomic circumstances, such as low commodity prices. QEP had 24 gross operated wells waiting on completion as of June 30, 2017.

RESULTS OF OPERATIONS

Net Income

QEP generated net income during the second quarter of 2017 of \$45.4 million, or \$0.19 per diluted share, compared to a net loss of \$197.0 million, or \$0.90 per diluted share, in the second quarter of 2016. QEP's increased net income was primarily due to a \$330.3 million increase in unrealized derivative gains, a \$20.6 million increase in net gain from asset sales, a 6% increase in average realized prices and a 27% decrease in general and administrative expenses. These changes were partially offset by a 38% increase in production and property tax expense and a 33% increase in lease operating expense in the second quarter of 2017 compared to the second quarter of 2016.

QEP generated net income during the first half of 2017 of \$122.3 million, or \$0.51 per diluted share, compared to a net loss of \$1,060.8 million, or \$5.21 per diluted share, in the first half of 2016. QEP's increased net income was primarily due to a decrease in impairment expense of \$1,183.1 million, a 16% increase in average realized prices, a \$521.1 million increase in unrealized derivative gains and a 29% decrease in general and administrative expenses. These changes were partially offset by a 3% decrease in oil equivalent production, a 50% increase in production and property tax expense and a 24% increase in lease operating expense in the first half of 2017 compared to the first half of 2016.

Adjusted EBITDA

Management defines Adjusted EBITDA as earnings before interest, income taxes, depreciation, depletion and amortization (EBITDA), adjusted to exclude changes in fair value of derivative contracts, exploration expenses, gains and losses from asset sales, impairment and certain other items. Management uses Adjusted EBITDA to evaluate QEP's financial performance and trends, make operating decisions and allocate resources. Management believes the measure is useful supplemental information for investors because it eliminates the impact of certain nonrecurring, non-cash and/or other items that management does not consider as indicative of QEP's performance from period to period. QEP's Adjusted EBITDA may be determined or calculated differently than similarly titled measures of other companies in our industry, which would reduce the usefulness of this non-GAAP financial measure when comparing our performance to that of other companies.

Below is a reconciliation of net income (loss) (a GAAP measure) to Adjusted EBITDA. This non-GAAP measure should be considered by the reader in addition to, but not instead of, the financial statements prepared in accordance with GAAP.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
	(in millions)			
Net income (loss)	\$ 45.4	\$ (197.0)	\$ 122.3	\$ (1,060.8)
Interest expense	34.9	36.6	68.7	73.3
Interest and other (income) expense	(1.8)	1.1	(2.4)	(1.0)
Income tax provision (benefit)	27.3	(113.3)	72.9	(612.2)
Depreciation, depletion and amortization	191.5	209.7	383.3	449.7
Unrealized (gains) losses on derivative contracts	(100.3)	230.0	(277.6)	243.5
Exploration expenses	—	0.4	0.4	0.7
Net (gain) loss from asset sales	(19.8)	0.8	(19.8)	0.3
Impairment	—	0.8	0.1	1,183.2
Other ⁽¹⁾	—	—	—	7.7
Adjusted EBITDA	\$ 177.2	\$ 169.1	\$ 347.9	\$ 284.4

⁽¹⁾ Reflects legal expenses incurred during the six months ended June 30, 2016. The Company believes that these amounts do not reflect expected future operating performance or provide meaningful comparisons to past operating performance and therefore has excluded these amounts from the calculation of Adjusted EBITDA.

Adjusted EBITDA increased to \$177.2 million in the second quarter of 2017 from \$169.1 million in the second quarter of 2016, primarily due to a 6% increase in the average realized prices and a 27% decrease in general and administrative expenses. These changes were partially offset by a 38% increase in production and property tax expense and a 33% increase in lease operating expense in the second quarter of 2017 compared to the second quarter of 2016.

Adjusted EBITDA increased to \$347.9 million in the first half of 2017 from \$284.4 million in the first half of 2016, primarily due to a 16% increase in the average realized prices and a 29% decrease in general and administrative expenses. These changes were partially offset by a 3% decrease in oil equivalent production, a 50% increase in production and property tax expense and a 24% increase in lease operating expense in the first half of 2017 compared to the first half of 2016.

Revenue

Revenue, Volume and Price Variance Analysis

The following table shows volume and price related changes for each of QEP's production-related revenue categories for the three and six months ended June 30, 2017, compared to the three and six months ended June 30, 2016:

	Oil		Gas		NGL		Total
	(in millions)						
Production revenues							
Three months ended June 30, 2016	\$	207.7	\$	79.2	\$	22.8	\$ 309.7
Changes associated with volumes ⁽¹⁾		(13.5)		5.2		(2.5)	(10.8)
Changes associated with prices ⁽²⁾		21.8		49.8		2.5	74.1
Three months ended June 30, 2017	\$	216.0	\$	134.2	\$	22.8	\$ 373.0
Production revenues							
Six months ended June 30, 2016	\$	351.5	\$	164.3	\$	36.4	\$ 552.2
Changes associated with volumes ⁽¹⁾		(28.2)		3.3		(2.2)	(27.1)
Changes associated with prices ⁽²⁾		114.4		101.1		17.6	233.1
Six months ended June 30, 2017	\$	437.7	\$	268.7	\$	51.8	\$ 758.2

(1) The revenue variance attributed to the change in volume is calculated by multiplying the change in volume from the three and six months ended June 30, 2017, as compared to the three and six months ended June 30, 2016, by the average field-level price for the three and six months ended June 30, 2016.

(2) The revenue variance attributed to the change in price is calculated by multiplying the change in average field-level price from the three and six months ended June 30, 2017, as compared to the three and six months ended June 30, 2016, by the respective volumes for the three and six months ended June 30, 2017. Pricing changes are driven by changes in commodity average field-level prices, excluding the impact from commodity derivatives.

Production, Prices and Production Costs

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	Change	2017	2016	Change
Total production volumes (Mboe)						
Northern Region						
Williston Basin	4,573.9	5,272.9	(699.0)	9,407.9	10,165.5	(757.6)
Pinedale	3,316.7	3,804.9	(488.2)	6,831.6	7,997.4	(1,165.8)
Uinta Basin	897.0	1,311.0	(414.0)	1,865.3	2,534.6	(669.3)
Other Northern	337.1	362.4	(25.3)	667.5	741.1	(73.6)
Southern Region						
Permian Basin	1,932.1	1,578.6	353.5	3,321.6	3,099.9	221.7
Haynesville/Cotton Valley	2,792.3	1,522.2	1,270.1	4,839.0	3,045.4	1,793.6
Other Southern	11.5	30.3	(18.8)	18.0	74.9	(56.9)
Total production	13,860.6	13,882.3	(21.7)	26,950.9	27,658.8	(707.9)
Total equivalent prices (per Boe)						
Average field-level equivalent price	\$ 26.91	\$ 22.31	\$ 4.60	\$ 28.13	\$ 19.96	\$ 8.17
Commodity derivative impact	0.46	3.51	(3.05)	(0.36)	4.02	(4.38)
Net realized equivalent price	\$ 27.37	\$ 25.82	\$ 1.55	\$ 27.77	\$ 23.98	\$ 3.79

Oil Volumes and Prices

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	Change	2017	2016	Change
Oil production volumes (Mbbbl)						
Northern Region						
Williston Basin	3,076.5	3,799.3	(722.8)	6,413.2	7,517.3	(1,104.1)
Pinedale	137.7	149.5	(11.8)	280.7	325.8	(45.1)
Uinta Basin	162.5	198.3	(35.8)	328.6	406.6	(78.0)
Other Northern	37.3	34.1	3.2	64.2	70.5	(6.3)
Southern Region						
Permian Basin	1,449.6	1,008.7	440.9	2,451.3	2,028.1	423.2
Haynesville/Cotton Valley	5.7	7.3	(1.6)	12.9	13.9	(1.0)
Other Southern	1.0	12.3	(11.3)	2.1	23.7	(21.6)
Total production	4,870.3	5,209.5	(339.2)	9,553.0	10,385.9	(832.9)
Oil prices (per bbl)						
Northern Region	\$ 43.86	\$ 38.86	\$ 5.00	\$ 45.27	\$ 32.82	\$ 12.45
Southern Region	\$ 45.49	\$ 43.99	\$ 1.50	\$ 47.39	\$ 37.96	\$ 9.43
Average field-level price	\$ 44.35	\$ 39.88	\$ 4.47	\$ 45.82	\$ 33.84	\$ 11.98
Commodity derivative impact	2.37	3.81	(1.44)	0.99	5.84	(4.85)
Net realized price	\$ 46.72	\$ 43.69	\$ 3.03	\$ 46.81	\$ 39.68	\$ 7.13

Oil revenues increased \$8.3 million, or 4%, in the second quarter of 2017 compared to the second quarter of 2016, due to higher average field-level prices, partially offset by lower volumes. Average field-level oil prices increased 11% in the second quarter of 2017 compared to the second quarter of 2016 primarily driven by an increase in average NYMEX-WTI oil prices for the comparable periods. The 7% decrease in production volumes was driven by the Williston and Uinta basins due to a reduction in activity throughout 2016 combined with timing of 2017 Williston Basin completions, partially offset by a production increase in the Permian Basin due to increased drilling and completion activity and the additional production from the 2016 Permian Basin Acquisition.

Oil revenues increased \$86.2 million, or 25%, in the first half of 2017 compared to the first half of 2016, due to higher average field-level prices, partially offset by lower volumes. Average field-level oil prices increased 35% in the first half of 2017 compared to the first half of 2016 primarily driven by an increase in average NYMEX-WTI oil prices for the comparable periods. The 8% decrease in production volumes was driven by the Williston and Uinta basins and in Pinedale due to a reduction in activity throughout 2016 combined with timing of 2017 Williston Basin completions, partially offset by a production increase in the Permian Basin due to increased drilling and completion activity and the additional production from the 2016 Permian Basin Acquisition.

Gas Volumes and Prices

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	Change	2017	2016	Change
Gas production volumes (Bcf)						
Northern Region						
Williston Basin	4.1	4.0	0.1	8.1	7.2	0.9
Pinedale	17.6	19.9	(2.3)	36.1	41.6	(5.5)
Uinta Basin	4.2	6.4	(2.2)	8.8	12.2	(3.4)
Other Northern	1.8	2.0	(0.2)	3.6	4.0	(0.4)
Southern Region						
Permian Basin	1.3	1.6	(0.3)	2.5	3.0	(0.5)
Haynesville/Cotton Valley	16.7	9.0	7.7	28.9	18.1	10.8
Other Southern	0.1	—	0.1	0.1	0.2	(0.1)
Total production	45.8	42.9	2.9	88.1	86.3	1.8
Gas prices (per Mcf)						
Northern Region	\$ 2.86	\$ 1.80	\$ 1.06	\$ 3.05	\$ 1.89	\$ 1.16
Southern Region	\$ 3.03	\$ 1.97	\$ 1.06	\$ 3.05	\$ 1.94	\$ 1.11
Average field-level price	\$ 2.93	\$ 1.84	\$ 1.09	\$ 3.05	\$ 1.90	\$ 1.15
Commodity derivative impact	(0.11)	0.67	(0.78)	(0.22)	0.58	(0.80)
Net realized price	\$ 2.82	\$ 2.51	\$ 0.31	\$ 2.83	\$ 2.48	\$ 0.35

Gas revenues increased \$55.0 million, or 69%, in the second quarter of 2017 compared to the second quarter of 2016, due to higher average field-level prices and higher gas production. Average field-level gas prices increased 59% in the second quarter of 2017 compared to the second quarter of 2016, primarily driven by an increase in average NYMEX-HH gas prices for the comparable periods. The 7% increase in production volumes was primarily driven by a production increase in Haynesville/Cotton Valley due to a well refracturing program beginning in 2016 and continuing in 2017. This increase was partially offset by production decreases in Pinedale and Uinta Basin due to reduced completion activity throughout 2016.

Gas revenues increased \$104.4 million, or 64%, in the first half of 2017 compared to the first half of 2016, due to higher average field-level prices and higher gas production. Average field-level gas prices increased 61% in the first half of 2017 compared to the first half of 2016, primarily driven by an increase in average NYMEX-HH gas prices for the comparable periods. The 2% increase in production volumes was primarily driven by a production increase in Haynesville/Cotton Valley due to a well refracturing program beginning in 2016 and continuing in 2017. This increase was partially offset by a production decrease in Pinedale and the Uinta Basin due to reduced completion activity throughout 2016.

NGL Volumes and Prices

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	Change	2017	2016	Change
NGL production volumes (Mbbbl)						
Northern Region						
Williston Basin	822.7	802.4	20.3	1,645.9	1,441.9	204.0
Pinedale	231.5	334.1	(102.6)	524.0	736.1	(212.1)
Uinta Basin	33.6	57.3	(23.7)	75.0	101.6	(26.6)
Other Northern	3.9	6.0	(2.1)	8.2	9.7	(1.5)
Southern Region						
Permian Basin	259.8	310.2	(50.4)	447.6	572.3	(124.7)
Haynesville/Cotton Valley	2.7	6.2	(3.5)	8.7	14.6	(5.9)
Other Southern	0.7	5.1	(4.4)	0.9	10.1	(9.2)
Total production	1,354.9	1,521.3	(166.4)	2,710.3	2,886.3	(176.0)
NGL prices (per bbl)						
Northern Region	\$ 17.37	\$ 15.61	\$ 1.76	\$ 19.82	\$ 13.11	\$ 6.71
Southern Region	\$ 14.77	\$ 12.61	\$ 2.16	\$ 15.62	\$ 10.67	\$ 4.95
Average field-level price	\$ 16.86	\$ 14.97	\$ 1.89	\$ 19.11	\$ 12.61	\$ 6.50
Commodity derivative impact	—	—	—	—	—	—
Net realized price	\$ 16.86	\$ 14.97	\$ 1.89	\$ 19.11	\$ 12.61	\$ 6.50

NGL production volumes and revenues represent the sale of product derived from the processing of QEP's natural gas production. NGL revenues were flat during the second quarter of 2017 compared to the second quarter of 2016, due to higher average field-level prices, offset by lower production volumes. NGL prices increased 13% during the second quarter of 2017 compared to the second quarter of 2016, primarily driven by an increase in propane, ethane and butane prices. The 11% decrease in NGL production volumes was driven by decreases in Pinedale due to reduced completion activity throughout 2016 and our midstream provider withholding an additional 56.5 Mbbbls to meet linefill requirements. The increase in the Williston Basin is due to additional gas and related NGLs recovered by midstream providers.

NGL revenues increased \$15.4 million, or 42%, during the first half of 2017 compared to the first half of 2016, due to higher average field-level prices, partially offset by lower production volumes. NGL prices increased 52% during the first half of 2017 compared to the first half of 2016, primarily driven by an increase in propane, ethane and butane prices. The 6% decrease in NGL production volumes was driven by a decrease in Pinedale due to reduced completion activity and our midstream provider withholding an additional 56.5 Mbbbls to meet linefill requirements and a decrease in the Permian Basin due to lower gas volumes. The increase in the Williston Basin is due to additional gas and related NGLs recovered by midstream providers.

Resale Margin and Storage Activity

QEP purchases and resells oil and gas primarily to mitigate losses on unutilized capacity related to firm transportation commitments and storage activities. The following table is a summary of QEP's financial results from its resale activities.

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	Change	2017	2016	Change
	(in millions)					
Purchased oil and gas sales	\$ 8.0	\$ 24.5	\$ (16.5)	\$ 38.9	\$ 41.0	\$ (2.1)
Purchased oil and gas expense	(9.1)	(26.8)	17.7	(38.5)	(43.7)	5.2
Realized gains (losses) on gas storage derivative contracts	—	0.7	(0.7)	(0.2)	2.8	(3.0)
Resale margin	\$ (1.1)	\$ (1.6)	\$ 0.5	\$ 0.2	\$ 0.1	\$ 0.1

Purchased oil and gas sales decreased by \$16.5 million, or 67%, during the second quarter of 2017 compared to second quarter of 2016, due to lower resale volumes, which is the result of the Company's increased production in areas where it has oil and gas transportation commitments.

Purchased oil and gas sales decreased by \$2.1 million, or 5%, during the first half of 2017 compared to first half of 2016, due to lower resale volumes, which is the result of the Company's increased production in areas where it has oil and gas transportation commitments.

Purchased oil and gas expense, which includes transportation expense, decreased \$17.7 million, or 66%, during the second quarter of 2017 compared to the second quarter of 2016, due to lower resale volumes as a result of the Company's increased production in areas where it has oil and gas transportation commitments.

Purchased oil and gas expense, which includes transportation expense, decreased \$5.2 million, or 12%, during the first half of 2017 compared to the first half of 2016, due to lower resale volumes, which is the result of the Company's increased production in areas where it has oil and gas transportation commitments.

Operating Expenses

The following table presents QEP production costs on a per unit of production basis:

	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	Change	2017	2016	Change
	(per Boe)					
Lease operating expense	\$ 5.05	\$ 3.79	\$ 1.26	\$ 5.17	\$ 4.07	\$ 1.10
Transportation and processing costs	5.21	5.01	0.20	5.28	5.17	0.11
Production and property taxes	2.06	1.48	0.58	2.14	1.39	0.75
Total production costs	\$ 12.32	\$ 10.28	\$ 2.04	\$ 12.59	\$ 10.63	\$ 1.96

Lease operating expense (LOE). QEP's LOE increased \$17.4 million, or \$1.26 per Boe, during the second quarter of 2017 compared to the second quarter of 2016. The increase in expense was driven by an increase in workovers in the Williston and Permian basins and in Haynesville/Cotton Valley and increased repairs and maintenance costs in the Williston Basin.

QEP's LOE increased \$26.6 million, or \$1.10 per Boe, during the first half of 2017 compared to the first half of 2016. The increase in expense was driven by an increase in workovers in the Williston and Permian basins and in Haynesville/Cotton Valley and increased fuel costs in the Permian Basin.

Transportation and processing costs. Transportation and processing costs increased \$2.7 million, or \$0.20 per Boe, during the second quarter of 2017 compared to the second quarter of 2016. The increase in expense was primarily attributable to Haynesville/Cotton Valley from higher volumes and the Williston Basin due to higher processing rates for QEP's gas production.

Transportation and processing costs decreased \$0.7 million, but increased \$0.11 per Boe, during the first half of 2017 compared to the first half of 2016. The decrease in expense was primarily attributable to Pinedale and Uinta Basin from lower volumes and the Permian Basin from lower rate, partially offset by the Williston Basin due to higher processing rates for QEP's gas production and Haynesville/Cotton Valley due to increased volumes.

Production and property taxes. In most states in which QEP operates, QEP pays production taxes based on a percentage of field-level revenue, except in Louisiana, where severance taxes are volume-based. Production and property taxes increased \$7.8 million, or \$0.58 per Boe, during the second quarter of 2017 compared to the second quarter of 2016, primarily as a result of increased oil and gas revenues from higher field-level prices, partially offset by lower production.

Production and property taxes increased \$19.1 million, or \$0.75 per Boe, during the first half of 2017 compared to the first half of 2016, primarily as a result of increased oil and gas revenues from higher field-level prices, partially offset by lower production.

Depreciation, depletion and amortization (DD&A). DD&A expense decreased \$18.2 million in the second quarter of 2017 compared to the second quarter of 2016, due to decreased rates in the Permian Basin and Haynesville/Cotton Valley. The lower rates in the Permian Basin and Haynesville/Cotton Valley are a result of higher proved reserves.

DD&A expense decreased \$66.4 million in the first half of 2017 compared to the first half of 2016, due to decreased rates in Pinedale, Permian Basin and Haynesville/Cotton Valley. The Pinedale lower rate is a result of the 2016 impairment while the lower rates in the Permian Basin and Haynesville/Cotton Valley are a result of higher proved reserves.

Impairment expense. During the second quarter of 2016, QEP recorded impairment charges of \$0.8 million which was related to expiring leaseholds on unproved properties.

During the first half of 2017, QEP recorded impairment charges of \$0.1 million which was related to expiring leaseholds on unproved properties. During the first half of 2016, QEP recorded impairment charges of \$1,183.2 million, of which \$1,167.9 million was related to proved properties due to lower future prices, \$11.6 million was related to expiring leaseholds on unproved properties and \$3.7 million related to an impairment of goodwill. Of the \$1,167.9 million impairment on proved properties, \$1,164.0 million related to Pinedale properties, \$3.5 million related to Other Northern properties and \$0.4 million related to Other Southern properties.

General and administrative (G&A) expense. During the second quarter of 2017, G&A expense decreased \$11.6 million, or 27%, compared to the second quarter of 2016, primarily due to a \$12.2 million decrease in share based compensation from changes in the mark-to-market value of the Deferred Compensation Wrap Plan and Cash Incentive Plan (CIP) and a \$1.4 million decrease in outside services. These decreases were partially offset by higher labor, benefits and employee expenses of \$1.8 million.

During the first half of 2017, G&A expense decreased \$26.5 million, or 29%, compared to the first half of 2016, primarily due to a \$17.3 million decrease in share based compensation from changes in the mark-to-market value of the Deferred Compensation Wrap Plan and Cash Incentive Plan, a \$8.7 million decrease in legal expenses and a \$2.7 million decrease in outside services. These decreases were partially offset by higher labor, benefits and employee expenses of \$1.3 million.

Net gain (loss) from asset sales. During the second quarter of 2017, QEP recognized a gain on the sale of assets of \$19.8 million compared to a loss on the sale of assets of \$0.8 million in the second quarter of 2016. The gain on the sale of assets in the second quarter of 2017 primarily related to the sale of non-core Other Northern properties. The loss on sale of assets in the second quarter of 2016 primarily related to continued divestitures of non-core Other Southern properties.

During the first half of 2017, QEP recognized a gain on the sale of assets of \$19.8 million compared to a loss on the sale of assets of \$0.3 million in the first half of 2016. The gain on the sale of assets in the first half of 2017 primarily related to the sale of non-core Other Northern properties. The loss on sale of assets in the first half of 2016 primarily related to continued divestitures of non-core Other Southern properties.

Non-operating Expenses

Realized and unrealized gains (losses) on derivative contracts. Gains and losses on derivative contracts are comprised of both realized and unrealized gains and losses on QEP's commodity derivative contracts, which are marked-to-market each quarter. During the second quarter of 2017, gains on commodity derivative contracts were \$106.7 million, of which \$100.3 million were unrealized gains and \$6.4 million were realized gains. During the second quarter of 2016, losses on commodity derivative contracts were \$180.5 million, of which \$230.0 million were unrealized losses and \$49.5 million were realized gains.

During the first half of 2017, gains on commodity derivative contracts were \$267.6 million, of which \$277.6 million were unrealized gains and \$10.0 million were realized losses. During the first half of 2016, losses on commodity derivative contracts were \$129.6 million, of which \$243.5 million were unrealized losses and \$113.9 million were realized gains.

Interest expense. Interest expense decreased \$1.7 million, or 5%, during the second quarter of 2017 compared to the second quarter of 2016. The decrease during the second quarter of 2017 was primarily related to the repayment of \$176.8 million of senior notes in September 2016.

Interest expense decreased \$4.6 million, or 6%, during the first half of 2017 compared to the first half of 2016. The decrease during the first half of 2017 was primarily related to the repayment of \$176.8 million of senior notes in September 2016.

Income tax (provision) benefit. Income tax expense increased \$140.6 million during the second quarter of 2017 compared to the second quarter of 2016. The increase in expense was the result of net income before income taxes compared to a net loss, partially offset by a higher combined effective federal and state income tax rate of 37.6% during the second quarter of 2017 compared to a rate of 36.5% during the second quarter of 2016. The increase in income tax rate was primarily the result of being subject to a higher average state tax rate in 2017 due to a change in the contribution of income between different states.

Income tax expense increased \$685.1 million during the first half of 2017 compared to the first half of 2016. The increase in expense was the result of net income before income taxes compared to a net loss, partially offset by a higher combined effective federal and state income tax rate of 37.3% during the first half of 2017 compared to a rate of 36.6% during the first half of 2016. The increase in income tax rate was primarily the result of being subject to a higher average state tax rate in 2017 due to a change in the contribution of income between different states.

LIQUIDITY AND CAPITAL RESOURCES

QEP strives to maintain a strong liquidity position to ensure financial flexibility, withstand commodity price volatility and fund its development projects, operations and capital expenditures. The Company utilizes derivative contracts to reduce the financial impact of commodity price volatility and provide a level of certainty to the Company's cash flows. QEP generally funds its operations and planned capital expenditures with cash flow from its operating activities, cash on hand and borrowings under its revolving credit facility. The Company expects that these sources of cash will be sufficient to fund its operations and capital expenditures during the next 12 months and the foreseeable future.

To provide additional liquidity, QEP also periodically accesses debt and equity markets and sells properties. In 2016, QEP issued 60.95 million shares of common stock through two public offerings and received net proceeds of approximately \$781.4 million, which the Company used to fund the 2016 Permian Basin Acquisition and for general corporate purposes. QEP received aggregate proceeds of approximately \$2.3 million and \$23.7 million related to the sale of non-core properties during the six months ended June 30, 2017 and 2016, respectively.

The Company estimates, that with its cash balance as of June 30, 2017, it could incur additional indebtedness of approximately \$1.2 billion and continue to be in compliance with the covenants contained in its revolving credit facility. To the extent actual operating results, realized commodity prices or uses of cash differ from the Company's assumptions, QEP's liquidity could be adversely affected.

Credit Facility

QEP's revolving credit facility, which matures in December 2019, provides for loan commitments of \$1.8 billion from a group of financial institutions. The credit facility provides for borrowings at short-term interest rates and contains customary covenants and restrictions. The credit agreement contains financial covenants (that are defined in the credit agreement) that limit the amount of debt the Company can incur and may limit the amount available to be drawn under the credit facility including: (i) a net funded debt to capitalization ratio that may not exceed 60%; (ii) a leverage ratio under which net funded debt may not exceed 4.25 times consolidated EBITDA (as defined in the credit agreement) for the fiscal quarters ending on and prior to December 31, 2017, 4.00 times for the quarters in fiscal year 2018, and 3.75 times thereafter and (iii) during a ratings trigger period, a present value coverage ratio which requires that the present value of the Company's proved reserves must exceed net funded debt by 1.25 times at any time prior to January 1, 2018, and 1.50 times at any time on or after January 1, 2018. The Company is currently not subject to the present value coverage ratio.

For both June 30, 2017 and December 31, 2016, QEP had no borrowings outstanding under the credit facility, had \$1.0 million and \$2.8 million, respectively, in letters of credit outstanding under the credit facility and was in compliance with the covenants under the credit agreement. As of July 21, 2017, QEP had no borrowings outstanding under the credit facility, had \$1.0 million of letters of credit outstanding under the credit facility and was in compliance with the covenants under the credit agreement.

Senior Notes

The Company's senior notes outstanding as of June 30, 2017, totaled \$2,045.0 million principal amount and are comprised of five issuances as follows:

- \$134.0 million 6.80% Senior Notes due April 2018;
- \$136.0 million 6.80% Senior Notes due March 2020;
- \$625.0 million 6.875% Senior Notes due March 2021;
- \$500.0 million 5.375% Senior Notes due October 2022; and
- \$650.0 million 5.25% Senior Notes due May 2023.

The Company plans to repay its \$134.0 million Senior Notes due April 2018 with cash on hand or borrowings under the revolving credit facility.

Cash Flow from Operating Activities

Cash flows from operating activities are primarily affected by oil, gas and NGL production volumes and commodity prices (including the effects of settlements of the Company's derivative contracts) and by changes in working capital. QEP typically enters into commodity derivative transactions covering a substantial, but varying, portion of its anticipated future oil and gas production for the next 12 to 24 months.

Net cash provided by (used in) operating activities is presented below:

	Six Months Ended June 30,		
	2017	2016	Change
	(in millions)		
Net income (loss)	\$ 122.3	\$ (1,060.8)	\$ 1,183.1
Non-cash adjustments to net income (loss)	163.0	1,338.6	(1,175.6)
Changes in operating assets and liabilities	9.9	(58.2)	68.1
Net cash provided by (used in) operating activities	<u>\$ 295.2</u>	<u>\$ 219.6</u>	<u>\$ 75.6</u>

Net cash provided by operating activities was \$295.2 million during the first half of 2017, which included \$122.3 million of net income, \$163.0 million of non-cash adjustments to net income and a \$9.9 million increase in operating assets and liabilities. Non-cash adjustments to net income primarily included DD&A expense of \$383.3 million and \$67.2 million of deferred income taxes, partially offset by unrealized gains on derivative contracts of \$277.6 million. The increase in cash from operating assets and liabilities primarily resulted from a decrease in accounts receivable of \$26.2 million, partially offset by a decrease in accounts payable and accrued expenses of \$6.7 million and a decrease in the ARO liability of \$2.0 million.

Net cash provided by operating activities was \$219.6 million during the first half of 2016, which included a \$1,060.8 million net loss, \$1,338.6 million of non-cash adjustments to the net loss and a \$58.2 million decrease in operating assets and liabilities. Non-cash adjustments to the net loss primarily included impairment expense of \$1,183.2 million and DD&A expense of \$449.7

million and unrealized losses on derivative contracts of \$243.5 million, partially offset by a decrease in deferred income taxes of \$559.9 million. The decrease in operating assets and liabilities primarily included a decrease in accounts payable and accrued expenses of \$106.2 million and an increase in income taxes receivable of \$83.2 million, partially offset by a decrease in accounts receivable of \$118.5 million.

Cash Flow from Investing Activities

A comparison of capital expenditures for the first half of 2017 and 2016, are presented in the table below:

	Six Months Ended June 30,		
	2017	2016	Change
	(in millions)		
Property acquisitions (including acquisition deposits held in escrow)	\$ 76.6	\$ 59.8	\$ 16.8
Property, plant and equipment capital expenditures	520.3	242.7	277.6
Total accrued capital expenditures	596.9	302.5	294.4
Change in accruals and other non-cash adjustments	(42.4)	27.7	(70.1)
Total cash capital expenditures	\$ 554.5	\$ 330.2	\$ 224.3

In the first half of 2017, on an accrual basis, the Company invested \$520.3 million on property, plant and equipment capital expenditures, excluding property acquisitions, an increase of \$277.6 million compared to the first half of 2016. In the first half of 2017, QEP's significant capital expenditures were \$297.7 million in the Permian Basin, \$128.1 million in the Williston Basin, \$72.2 million in Haynesville/Cotton Valley and \$12.3 million in Pinedale. In addition, in the first half of 2017, QEP acquired various oil and gas properties, primarily proved and unproved leaseholds and additional surface acreage primarily in the Permian Basin, for an aggregate purchase price of \$76.6 million.

In the first half of 2016, on an accrual basis, the Company invested \$242.7 million on property, plant and equipment capital expenditures, excluding property acquisitions, which included \$119.4 million in the Williston Basin, \$72.0 million in the Permian Basin, \$21.9 million in Haynesville/Cotton Valley, \$15.9 million in Pinedale and \$10.4 million in the Uinta Basin. In addition, during the first half of 2016, QEP acquired various oil and gas properties in the Williston and Permian basins, primarily to acquire additional interests in QEP's operated wells and the associated undeveloped leasehold, for a total purchase price of \$29.8 million, of which \$23.6 million was cash and \$6.2 million was non-cash related to the settlement of an accounts receivable balance. Lastly, QEP paid a deposit of \$30.0 million that is held in escrow related to the 2016 Permian Basin Acquisition.

The mid-point of our 2017 forecasted capital expenditures (excluding property acquisitions) is \$1,075.0 million with the majority of the funds directed towards drilling and completion activity. Nearly 60% of our planned capital investment is allocated to the Permian Basin, and approximately \$70.0 to \$80.0 million of investment is budgeted for midstream infrastructure, primarily in the Permian Basin. Based on current commodity prices, QEP intends to fund its 2017 forecasted capital expenditures (excluding acquisitions) with cash flow from operating activities and cash on hand. The aggregate levels of capital expenditures for 2017 and the allocation of those expenditures are dependent on a variety of factors, including drilling results, oil, gas and NGL prices, industry conditions, the extent to which properties or working interests are acquired, the availability of capital resources to fund the expenditures and changes in management's business assessments as to where QEP's capital can be most profitably deployed. Accordingly, the actual levels of capital expenditures and the allocation of those expenditures may vary materially from QEP's estimates.

Cash Flow from Financing Activities

In the first half of 2017, net cash used in financing activities was \$8.0 million compared to net cash provided by financing activities of \$749.1 million in the first half of 2016. During the first half of 2017, QEP had a decrease in treasury stock repurchases of \$6.4 million, a decrease in long-term debt issuance costs paid of \$1.1 million and a decrease in checks outstanding in excess of cash balances of \$0.5 million. During the first half of 2016, QEP had net proceeds from the March and June 2016 equity offerings of approximately \$781.6 million and had a decrease in checks outstanding in excess of cash balances of \$29.8 million.

As of June 30, 2017, the Company did not have any borrowings outstanding under the credit facility and had \$2,045.0 million in senior notes outstanding (excluding \$22.0 million of net original issue discount and unamortized debt issuance costs).

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

QEP's primary market risks arise from changes in the market price for oil, gas and NGL and volatility in interest rates. These risks can affect revenues and cash flows from operating, investing and financing activities. Commodity prices have historically been volatile and are subject to wide fluctuations in response to relatively minor changes in supply and demand. If commodity prices fluctuate significantly, revenues and cash flow may significantly decrease or increase. QEP has long-term contracts for pipeline capacity and is obligated to pay for transportation services with no guarantee that it also will be able to fully utilize the contractual capacity of these transportation commitments. In addition, additional non-cash impairment expense of the Company's oil and gas properties may be required if future oil and gas commodity prices experience a significant decline. Furthermore, the Company's credit facility has a floating interest rate, which exposes QEP to interest rate risk if QEP has borrowings outstanding. To partially manage the Company's exposure to these risks, QEP enters into commodity derivative contracts in the form of fixed-price and basis swaps and collars to manage commodity price risk and periodically enters into interest rate swaps to manage interest rate risk.

Commodity Price Risk Management

QEP uses commodity derivative instruments in the normal course of business to reduce the risk of adverse commodity price movements. However, these arrangements typically limit future gains from favorable price movements. The types of commodity derivative instruments currently utilized by the Company are fixed-price and basis swaps and collars. The volume of commodity derivative instruments utilized by the Company may vary from year to year based on QEP's forecasted production. The Company's current derivative instruments do not have margin requirements or collateral provisions that would require payments prior to the scheduled cash settlement dates. As of June 30, 2017, QEP held commodity price derivative contracts totaling 17.1 million barrels of oil, 174.1 million MMBtu of gas and 1.1 million MMBtu of gas storage.

The following tables present QEP's volumes and average prices for its derivative positions as of July 21, 2017. See Note 7 – Derivative Contracts in Part 1, Item 1 of this Quarterly Report on Form 10-Q for open derivative positions as of June 30, 2017.

Production Commodity Derivative Swaps

Year	Index	Total Volumes (in millions)	Average Swap Price per Unit
Oil sales		(bbls)	(\$/bbl)
2017	NYMEX WTI	7.2	\$ 51.51
2018	NYMEX WTI	10.6	\$ 53.22
2019	NYMEX WTI	0.4	\$ 49.75
Gas sales		(MMBtu)	(\$/MMBtu)
2017	NYMEX HH	41.3	\$ 2.87
2017	IFNPCR	13.8	\$ 2.51
2018	NYMEX HH	98.6	\$ 2.99
2019	NYMEX HH	3.7	\$ 2.85

Production Commodity Derivative Gas Collars

Year	Index	Total Volumes (in millions)	Average Price Floor	Average Price Ceiling
		(MMBtu)	(\$/MMBtu)	(\$/MMBtu)
2017	NYMEX HH	4.6	\$ 2.50	\$ 3.50

Production Commodity Derivative Basis Swaps

Year	Index Less Differential	Index	Total Volumes (in millions)	Weighted-Average Differential
Oil sales			(bbls)	(\$/bbl)
2017	NYMEX WTI	Argus WTI Midland	2.2	\$ (0.67)
2018	NYMEX WTI	Argus WTI Midland	6.2	\$ (1.09)
2019	NYMEX WTI	Argus WTI Midland	0.4	\$ (1.10)
Gas sales			(MMBtu)	(\$/MMBtu)
2017	NYMEX HH	IFNPCR	21.4	\$ (0.18)
2018	NYMEX HH	IFNPCR	7.3	\$ (0.16)

Gas Storage Commodity Derivative Swaps

Year	Type of Contract	Index	Total Volumes (in millions)	Average Swap Price per Unit
Gas sales			(MMBtu)	(\$/MMBtu)
2017	SWAP	IFNPCR	1.1	\$ 2.83
Gas purchases			(MMBtu)	(\$/MMBtu)
2017	SWAP	IFNPCR	0.3	\$ 2.77

Changes in the fair value of derivative contracts from December 31, 2016 to June 30, 2017, are presented below:

	Commodity derivative contracts (in millions)
Net fair value of oil and gas derivative contracts outstanding at December 31, 2016	\$ (201.8)
Contracts settled	10.0
Change in oil and gas prices on futures markets	260.3
Contracts added	7.4
Net fair value of oil and gas derivative contracts outstanding at June 30, 2017	\$ 75.9

The following table shows the sensitivity of the fair value of oil and gas derivative contracts to changes in the market price of oil, gas and basis differentials:

	June 30, 2017 (in millions)
Net fair value – asset (liability)	\$ 75.9
Fair value if market prices of oil, gas and basis differentials decline by 10%	\$ 68.3
Fair value if market prices of oil, gas and basis differentials increase by 10%	\$ 83.4

Utilizing the actual derivative contractual volumes, a 10% increase in underlying commodity prices would reduce the fair value of these instruments by \$7.5 million, while a 10% decrease in underlying commodity prices would increase the fair value of these instruments by \$7.6 million as of June 30, 2017. However, a gain or loss eventually would be offset by the actual sales value of the physical production covered by the derivative instruments. For additional information regarding the Company's commodity derivative transactions, see Note 7 – Derivative Contracts in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Interest Rate Risk Management

The Company's ability to borrow and the rates offered by lenders can be adversely affected by illiquid credit markets and the Company's credit rating, as described in the risk factors in Item 1A of Part I of its 2016 Form 10-K. The Company's revolving credit facility has a floating interest rate, which exposes QEP to interest rate risk if QEP has borrowings outstanding. At June 30, 2017, the Company did not have any borrowings outstanding under its revolving credit facility.

The remaining \$2,045.0 million of the Company's debt is senior notes with fixed interest rates; therefore, it is not affected by interest rate movements. For additional information regarding the Company's debt instruments, see Note 8 – Debt, in Item I of Part I of this Quarterly Report on Form 10-Q.

Forward-Looking Statements

The quarterly report contains information that includes or is based upon "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the Securities Act), and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements give expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. We use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a discussion of future operating or financial performance. Forward-looking statements include statements relating to, among other things:

- our growth strategies;
- strong liquidity position providing financial flexibility and the ability to grow production;
- our liquidity and the sufficiency of our cash flows from operations and cash on hand to fund our operations and forecasted capital expenditures for 2017;
- plans and ability to pursue acquisition opportunities;
- our inventory of drilling locations;
- drilling and completion plans and strategies;
- results from planned drilling operations and production operations;
- plans to increase oil and gas production;
- oil exports from and imports to the U.S.;
- future development costs;
- ability to incur additional indebtedness under our revolving credit facility;
- loss contingencies;
- expectations regarding oil, gas and NGL prices;
- plans to recover or reject ethane from produced natural gas;
- pro forma results for acquired properties;
- impact of lower or higher commodity prices and interest rates;
- volatility of oil, gas and NGL prices and factors impacting such prices;
- impact of global geopolitical and macroeconomic events;
- plans to enter into derivative contracts and the anticipated benefits from our derivative contracts;
- divestitures of assets;
- need for capital expenditures to address air emission issues;
- amount and allocation of forecasted capital expenditures (excluding acquisitions) and plans for funding operations and capital investments;
- assumptions regarding equity compensation;
- settlement of performance share units in cash;
- recognition of compensation costs related to equity compensation grants;
- expected contributions to our employee benefit plans;
- changes to employee benefit plans;
- the usefulness of Adjusted EBITDA (a non-GAAP financial measure) and adjustments made to net income to arrive at Adjusted EBITDA;
- delays caused by multi-well pad drilling;
- fair values and critical accounting estimates, including estimated asset retirement obligations;
- implementation and impact of new accounting pronouncements;
- impact of shutting in wells;
- potential for asset impairments and impact of impairments on financial statements;
- potential divestiture of Pinedale assets;
- managing counterparty risk exposure; and
- outcome and impact of various claims.

Any or all forward-looking statements may turn out to be incorrect. They can be affected by inaccurate assumptions or by known or unknown risks and uncertainties. Many such factors will be important in determining actual future results. These statements are based on current expectations and the current economic environment. They involve a number of risks and uncertainties that are difficult to predict. These statements are not guarantees of future performance. Actual results could differ materially from those expressed or implied in the forward-looking statements. Factors that could cause actual results to differ materially include, but are not limited to the following:

- the risk factors discussed in Item 1A of Part I of the 2016 Form 10-K and Item 1A of Part II of this Quarterly Report on Form 10-Q;
- changes in oil, gas and NGL prices;

- global geopolitical and macroeconomic factors;
- general economic conditions, including the performance of financial markets and interest rates;
- asset impairments;
- liquidity constraints, including those resulting from the cost and availability of debt and equity financing;
- drilling and completion strategies, methods and results;
- assumptions around well density/spacing and recoverable reserves per well prove to be inaccurate;
- shortages of oilfield equipment, services and personnel;
- lack of available pipeline, processing and refining capacity;
- processing volumes and pipeline throughput;
- the risks and liabilities associated with acquired assets;
- risks associated with hydraulic fracturing;
- the outcome of contingencies such as legal proceedings;
- delays in obtaining permits and governmental approvals;
- operating risks such as unexpected drilling conditions and risks inherent in the production of oil and gas;
- weather conditions;
- changes in, adoption of and compliance with laws and regulations, including decisions and policies concerning: the environment, climate change, greenhouse gas or other emissions, natural resources, fish and wildlife, hydraulic fracturing, water use and drilling and completion techniques, as well as the risk of legal and other proceedings arising from such matters, whether involving public or private claimants or regulatory investigative or enforcement measures;
- derivative activities;
- potential financial losses or earnings reductions from our commodity price risk management programs;
- volatility in the commodity-futures market;
- failure of internal controls and procedures;
- failure of our information technology infrastructure or applications to prevent a cyberattack;
- elimination of federal income tax deductions for oil and gas exploration and development costs;
- production, severance and property taxation rates;
- discount rates;
- regulatory approvals and compliance with contractual obligations;
- actions of, or inaction by federal, state, local or tribal governments, foreign countries and the Organization of Petroleum Exporting Countries;
- lack of, or disruptions in, adequate and reliable transportation for our production;
- competitive conditions;
- production and sales volumes;
- estimates of oil and gas reserve quantities;
- reservoir performance;
- operating costs;
- inflation;
- capital costs;
- creditworthiness and performance of the Company's counterparties, including financial institutions, operating partners and other parties;
- volatility in the securities, capital and credit markets;
- actions by credit rating agencies and their impact on the Company; and
- other factors, most of which are beyond the Company's control.

QEP undertakes no obligation to publicly correct or update the forward-looking statements in this Quarterly Report on Form 10-Q, in other documents, or on the Company's website to reflect future events or circumstances. All such statements are expressly qualified by this cautionary statement.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company's Chief Executive Officer and Chief Financial Officer have evaluated the effectiveness of the design and operation of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) under the Securities Exchange Act of 1934, as amended, the Exchange Act) as of June 30, 2017. Based on such evaluation, such officers have concluded that, as of June 30, 2017, the Company's disclosure controls and procedures are designed and effective to ensure that information required to be disclosed in the Company's reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified by the SEC's rules and forms, and that information is accumulated and communicated to the Company's management, including its principal executive officer and principal financial officer, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosure.

In designing and evaluating the Company's disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the control system will be met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events and the application of judgment in evaluating the cost-benefit relationship of possible controls and procedures. Because of these and other inherent limitations of control systems, there is only reasonable assurance that the Company's controls will succeed in achieving their goals under all potential future conditions.

Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting that occurred during the quarter ended June 30, 2017, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

There have been no material changes with respect to the legal proceedings reported in our Annual Report on Form 10-K.

ITEM 1A. RISK FACTORS

Risk factors relating to the Company are set forth in its Annual Report on Form 10-K for the year ended December 31, 2016. Below are material changes to such risk factors that have occurred during the three and six months ended June 30, 2017.

QEP may be unable to dispose of assets on financially attractive terms, resulting in reduced cash proceeds. QEP continually evaluates its portfolio of assets relative to capital investments, divestitures and joint venture opportunities. The success of such activity depends, in part, upon QEP's ability to identify suitable buyers or joint venture partners; assess potential transaction terms; negotiate agreements; and, if applicable, obtain required approvals. Various factors could materially affect QEP's ability to dispose of assets on terms acceptable to QEP. Such factors include, but are not limited to, current commodity prices, laws, regulations and the permitting process impacting oil and gas operations in the areas where the assets are located, covenants under QEP's credit agreement, tax impacts, willingness of the purchaser to assume certain liabilities such as asset retirement obligations, QEP's willingness to indemnify buyers for certain matters, and other factors. Inability to achieve a desired price for assets, or underestimation of amounts of retained liabilities or indemnification obligations, can result in a reduction of cash proceeds, a loss on sale due to an excess of the asset's net book value over proceeds, or liabilities that must be settled in the future at amounts that are higher than QEP had expected.

QEP is subject to complex federal, state, tribal, local and other laws and regulations that could adversely affect its cost of doing business and recording of proved reserves. QEP's operations are subject to extensive federal, state, tribal and local tax, energy, environmental, health and safety laws and regulations. The failure to comply with applicable laws and regulations can result in substantial penalties and may threaten the Company's authorization to operate.

Environmental laws and regulations are complex, change frequently and have tended to become more onerous over time. The regulatory burden on the Company's operations increases its cost of doing business and, consequently, affects its profitability. In addition to the costs of compliance, substantial costs may be incurred to take corrective actions at both owned and previously owned facilities. Accidental spills and leaks requiring cleanup may occur in the ordinary course of QEP's business. As

standards change, the Company may incur significant costs in cases where past operations followed practices that were considered acceptable at the time, but now require remedial work to meet current standards. Failure to comply with these laws and regulations may result in fines, significant costs for remedial activities, other damages, or injunctions that could limit the scope of QEP's planned operations.

Clean Air Act regulations at 40 C.F.R Part 60, Subpart OOOO (Subpart OOOO) became effective in 2012, with further amendments effective in 2013 and 2014. Subpart OOOO imposes air quality controls and requirements upon QEP's operations. Additionally, in June 2016, the Environmental Protection Agency (EPA) finalized closely related rules in new Subpart OOOOa to achieve additional methane and volatile organic compound reductions from certain activities in the oil and gas industry. The new rules include, among others, new requirements for finding and repairing leaks at new well sites and "reduced emission completion" requirements for hydraulically fractured oil wells. The status of Subpart OOOOa remains uncertain given ongoing litigation and administrative regulatory actions. The regulatory uncertainty surrounding the implementation of this rule poses some complications for QEP's operations and compliance efforts. Additionally, many states are adopting air permitting and other air quality control regulations specific to oil and gas exploration, production, gathering and processing that are more stringent than existing requirements under federal regulations.

In June 2016, the EPA also issued a Federal Implementation Plan (FIP) to implement the Federal Minor New Source Review Program on tribal lands for oil and gas production. The FIP primarily impacts QEP's operations on the Fort Berthold Reservation in the Williston Basin and on the Uintah and Ouray Indian Reservations in the Uinta Basin. The FIP creates a permit-by-rule process for minor sources that also incorporates emission limits and other requirements under various federal air quality standards, applying them to a range of equipment and processes used in oil and gas production. However, the FIP does not apply in areas of ozone non-attainment. As a result, the EPA may impose area-specific regulations in parts of the Uinta Basin identified as tribal lands that may require additional emissions controls on existing equipment as a result of expected designation of a portion of the Uinta Basin as a marginal nonattainment area for ozone. The proposals will likely result in increased operating and compliance costs.

The FERC has jurisdiction over the operation of QEP's Clear Creek underground gas storage facility by virtue of the facility's connection to interstate pipelines (also subject to FERC jurisdiction) at both its inlet and outlet. Clear Creek is subject to specific FERC regulations governing interstate transmission facilities and activities, including but not limited to rates charged for transmission, open access/non-discrimination, and public disclosure via an electronic bulletin board of daily capacity and flows.

Regulatory requirements to reduce gas flaring and to further restrict emissions could have an adverse effect on our operations. Wells in the Williston Basin of North Dakota and the Permian Basin of Texas, where QEP has significant operations, produce natural gas as well as crude oil. Constraints in third party gas gathering and processing systems in certain areas have resulted in some of that natural gas being flared instead of gathered, processed and sold. In June 2014, the North Dakota Industrial Commission, North Dakota's chief energy regulator, adopted a policy to reduce the volume of natural gas flared from oil wells in the Williston Basin. The Commission requires operators to develop gas capture plans that describe how much natural gas is expected to be produced, how it will be delivered to a processor and where it will be processed. Production caps or penalties will be imposed on certain wells that cannot meet the capture goals. It is possible that other states will require gas capture plans in the future to reduce flaring. Additionally, in November 2016, the Bureau of Land Management (BLM) finalized a new rule related to further controls on the venting and flaring of natural gas on BLM and tribal leases. The rule took effect in January 2017. BLM venting and flaring rule is the subject of active litigation in the U.S. District Court for the District of Wyoming. Some provisions of the rule are in effect, including the royalty provisions. Other provisions, however, including those related to further controls on the venting and flaring of natural gas do not take effect until January 2018. BLM has indefinitely stayed those compliance dates pursuant to Section 705 of the Administrative Procedure Act. The Section 705 stay is the subject of litigation filed in July 2017 in the U.S. District Court for the Northern District of California. These gas capture requirements, and any similar future obligations in North Dakota or our other locations, may increase our operational costs or restrict our production, which could materially and adversely affect our financial condition, results of operations and cash flows.

As a result of future legislation, certain U.S. federal income tax deductions currently available with respect to oil and gas exploration and development may be eliminated or modified, and QEP may be subject to the imposition of increased or new taxes. Legislation may be proposed in the future that could, if enacted into law, make significant changes to U.S. tax laws. Such changes could include, but would not be limited to, the elimination or modification of U.S. federal income tax provisions currently available to QEP such as: (i) the repeal of the percentage depletion allowance for oil and natural gas properties; (ii) the elimination of current deductions for intangible drilling and development costs; (iii) the elimination of the deduction for certain domestic production activities; and (iv) an extension of the amortization period for certain geological and geophysical expenditures. It is unclear whether these or similar changes will be enacted and, if enacted, how soon any such changes could

become effective. The passage of any legislation could eliminate or postpone certain tax deductions that are currently available with respect to oil and gas exploration and development, or could generally affect the taxes imposed on QEP, including the imposition of new U.S. federal, state or local taxes (including the imposition of, or increase in, production, severance, environmental, sales, gross receipts, or similar taxes), could increase the cost of exploration and development of oil and gas resources, which would negatively affect QEP's financial condition and results of operations.

Climate change and climate change legislation and regulatory initiatives could result in increased operating costs and decreased demand for the oil and natural gas that we produce. Climate change, the costs that may be associated with its effects and the regulation of greenhouse gas (GHG) emissions have the potential to affect our business in many ways, including increasing the costs to provide our products and services, reducing the demand for and consumption of our products and services (due to change in both costs and weather patterns) and the economic health of the regions in which we operate, all of which can create financial risks. In addition, legislative and regulatory responses related to GHG emissions and climate change may result in increased operating costs, delays in obtaining air pollution permits for new or modified facilities and reduced demand for the oil, gas and NGL that QEP produces. Federal and state courts and administrative agencies are considering the scope and scale of climate change regulation under various laws pertaining to the environment, energy use and development. Federal, state and local governments may also pass laws mandating the use of alternative energy sources, such as wind power and solar energy, which may reduce demand for oil and natural gas. QEP's ability to access and develop new oil and gas reserves may be restricted by climate change regulation, including GHG reporting and regulation. Congress has previously considered proposed legislation aimed at reducing GHG emissions. The EPA has adopted final regulations for the measurement and reporting of GHG emitted from certain large facilities and, as discussed above, has adopted additional regulations at 40 C.F.R Part 60, Subparts OOOO and OOOOa to include additional requirements to reduce methane emissions from oil and natural gas facilities. As mentioned above, the status of Subpart OOOOa is uncertain given the ongoing litigation and administrative actions. In June 2014, the United States Supreme Court's holding in *Utility Air Regulatory Group v. EPA* upheld a portion of EPA's GHG stationary source permitting program, but also invalidated a portion of it. Upon remand, the EPA is considering how to implement the Court's decision. The Court's holding does not prevent states from considering and adopting state-only major source permitting requirements based solely on GHG emission levels.

In December 2015, over 190 countries, including the U.S., reached an agreement in Paris (COP 21) to reduce global emissions of GHG (the Paris Agreement). The Paris Agreement provides for the cutting of carbon emissions every five years, beginning in 2023, and sets a goal of keeping global warming to a maximum limit of two degrees Celsius and a target limit of 1.5 degrees Celsius. On June 1, 2017, President Trump announced that the U.S. would initiate the formal process to withdraw from the Paris Agreement. Withdrawal will take a few years to implement due to the Paris Agreement's legal structure and language.

In addition, in several of the states in which QEP operates the regulatory authorities are considering various GHG registration and reduction programs, including methane leak detection monitoring and repair requirements specific to oil and gas facilities. Following the initiation of withdrawal from the Paris Agreement, state and local regulation efforts are expected to increase. Any local or state success in reducing carbon emissions could adversely impact our business by limiting our ability to develop new oil and gas reserves.

Moreover, some experts believe climate change poses potential physical risks, including an increase in sea level and changes in weather conditions, such as an increase in precipitation and extreme weather events. In addition, warmer winters as a result of global warming could also decrease demand for natural gas. To the extent that such unfavorable weather conditions are exacerbated by climate change or otherwise, our operations may be adversely affected to a greater degree than we have previously experienced, including increased delays and costs. However, the uncertain nature of changes in extreme weather events (such as increased frequency, duration, and severity) and the long period of time over which any changes would take place make any estimations of future financial risk to our operations caused by these potential physical risks of climate change unreliable.

Restrictions on drilling activities intended to protect certain species of wildlife may adversely affect our ability to conduct drilling activities in areas where we operate. Oil and natural gas operations in our operating areas may be adversely affected by seasonal or permanent restrictions on drilling activities designed to protect various species and wildlife. Seasonal restrictions may limit our ability to operate in protected areas and can intensify competition for drilling rigs, oilfield equipment, services, supplies and qualified personnel, which may lead to periodic shortages when drilling is allowed. These constraints and the resulting shortages or high costs could delay our operations or materially increase our operating and capital costs. Permanent restrictions imposed to protect threatened and endangered species could prohibit drilling in certain areas or require the implementation of expensive mitigation measures. The designation of previously unprotected species as threatened or endangered in areas where we operate could cause us to incur increased costs arising from species protection measures or could result in limitations on our exploration and production activities that could have a material adverse effect on our ability to develop and produce our reserves.

Current federal regulations restrict activities during certain times of the year on significant portions of QEP leasehold due to wildlife activity and/or habitat. QEP has worked with federal and state officials in Wyoming to obtain authorization for limited winter drilling activities in Pinedale and has developed measures, such as drilling multiple wells from a single pad location, to minimize the impact of its activities on wildlife and wildlife habitat in its operations on federal lands. Many of QEP's operations are subject to the requirements of NEPA, and are therefore evaluated under NEPA for their direct, indirect and cumulative environmental impacts. This is done in Environmental Assessments or Environmental Impact Statements prepared for a lead agency under Council on Environmental Quality and other agency regulations, usually for the BLM in the areas where QEP operates currently. In September 2008, the BLM issued a Record of Decision (ROD) on the Final Supplemental Environmental Impact Statement (FSEIS) for long-term development of gas resources in the Pinedale Anticline Project Area (PAPA). Under the ROD, QEP is allowed to drill and complete wells year-round in one of five Concentrated Development Areas. Additionally, the Department of Interior's Fish and Wildlife Service ("FWS") plans to issue a proposed rule on whether to list the Lesser Prairie-Chicken as an endangered species. This decision could come as early as September 2017, according to a listing in the Administration's Unified Agenda of Federal Regulatory and Deregulatory Actions that was released in July 2017. The Lesser Prairie-Chicken is a grouse species native to Texas including parts of the Permian Basin.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following repurchases of QEP shares were made by QEP in association with vested restricted share awards withheld for taxes.

Period	Total shares purchased ⁽¹⁾	Weighted-average price paid per share	Total shares purchased as part of publicly announced plans or programs	Remaining dollar amount that may be purchased under the plans or programs
April 1, 2017 - April 30, 2017	640	\$ 12.88	—	\$ —
May 1, 2017 - May 31, 2017	—	\$ —	—	\$ —
June 1, 2017 - June 30, 2017	—	\$ —	—	\$ —

⁽¹⁾ All of the 640 shares purchased during the three-month period ended June 30, 2017, were acquired from employees in connection with the settlement of income tax and related benefit withholding obligations arising from vesting of restricted share grants.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

The following exhibits are being filed as part of this report:

Exhibit No.	Exhibits
3.1	Amended and Restated Certificate of Incorporation dated May 17, 2017 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed with the Securities and Exchange Commission on May 18, 2017).
3.2	Amended and Restated Bylaws, effective May 17, 2017 (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K, filed with the Securities and Exchange Commission on May 18, 2017).
10.1	Sixth Amendment to Credit Agreement, dated as of May 5, 2017 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Securities and Exchange Commission on May 9, 2017).
10.2+*	Amended and Restated QEP Resources, Inc. Deferred Compensation Wrap Plan, dated May 15, 2017.
10.3+*	Amended and Restated QEP Resources, Inc. Deferred Compensation Plan for Directors, dated July 24, 2017.
31.1	Certification signed by Charles B. Stanley, QEP Resources, Inc.'s Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification signed by Richard J. Doleshek, QEP Resources, Inc.'s Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification signed by Charles B. Stanley and Richard J. Doleshek, QEP Resources, Inc.'s Chief Executive Officer and Chief Financial Officer, respectively, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS**	XBRL Instance Document
101.SCH**	XBRL Schema Document
101.CAL**	XBRL Calculation Linkbase Document
101.LAB**	XBRL Label Linkbase Document
101.PRE**	XBRL Presentation Linkbase Document
101.DEF**	XBRL Definition Linkbase Document

+ Indicates a management contract or compensatory plan or arrangement.

* Filed herewith

** These interactive data files are furnished and deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities Act of 1934, as amended, and otherwise are not subject to liability under those sections.

SIGNATURES

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)

July 26, 2017

/s/ Charles B. Stanley
Charles B. Stanley,
Chairman, President and Chief Executive Officer

July 26, 2017

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

QEP RESOURCES, INC.
DEFERRED COMPENSATION WRAP PLAN

incorporating the:

Deferred Compensation Program
401(k) Supplemental Program

As Amended and Restated On May 15, 2017

**QEP RESOURCES, INC.
DEFERRED COMPENSATION WRAP PLAN**

ARTICLE 1
INTRODUCTION

1.1 Purpose. QEP Resources, Inc. hereby amends this QEP Resources, Inc. Deferred Compensation Wrap Plan (the “Plan” or “Wrap Plan”). This Plan was created in order to provide specified benefits to a select group of management and highly compensated employees and to allow such employees to defer the receipt of compensation. The Plan consists of a common Deferred Compensation Wrap Plan containing definitions and other operative provisions and two separate component Programs - the Deferred Compensation Program and the 401(k) Supplemental Program.

1.2 Status of Plan. This Plan and its component Programs are intended to constitute two unfunded, nonqualified deferred compensation arrangements for the purpose of providing deferred compensation to “a select group of management or highly-compensated employees” within the meaning of Sections 201(2), 301(a)(3), and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended. The Plan and its component Programs are also intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder. Finally, each of the component Programs is intended to qualify as a separate “plan, program, or arrangement” for purposes of 4 U.S.C. 114, thus making payments under the 401(k) Supplemental Program subject to state income tax solely of the state in which the recipient of the payment resides or is domiciled at the time payment is made. Notwithstanding any other provision herein, this Plan and its component Programs shall be interpreted, operated and administered in a manner consistent with these intentions.

ARTICLE 2
DEFINITIONS

For purposes of the Plan and each component Program established under the Plan, the following terms or phrases shall have the following indicated meanings, unless the context clearly requires otherwise:

2.1 “401(k) Supplemental Program” means the component benefit program of this Plan attached hereto as Exhibit B.

2.2 “Account” or “Account Balance” means, for each Participant, the account or accounts established for his or her benefit under each Program, which records the credit on the records of the Employer equal to the amounts set aside under the Program and the deemed earnings, if any, credited to such account. The Account Balance shall be a bookkeeping entry only and shall be used solely as a device for the measurement and determination of the amounts to be paid to a Participant, or his or her designated Beneficiary, pursuant to this Plan and its component Programs.

2.3 “Affiliated Company” means any entity that is treated as the same employer as the Company under Sections 414(b), (c), (m), or (o) of the Code, any entity required to be aggregated with the Company pursuant to regulations adopted under Code Section 409A, or any entity otherwise designated as an Affiliated Company by the Company.

2.4 “Beneficiary” means that person or persons who become entitled to receive a distribution of benefits under the component Programs in the event of the death of a Participant prior to the distribution of all benefits to which he or she is entitled.

2.5 “Board” means the Board of Directors of the Company.

2.6 “Change in Control” shall be deemed to have occurred if: (i) any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 (the “Exchange Act”)) other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company, is or becomes the beneficial owner (as such term is used in Rule 13d-3 under the Exchange Act) of securities of the Company representing 30 percent or more of the combined voting power of the Company; or (ii) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, as of the Effective Date, constitute the Company’s Board of Directors and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company’s stockholders was approved or recommended by a vote of at least two-thirds of the directors then still in office who either were directors on the Effective Date, or whose appointment, election or nomination for election was previously so approved or recommended; or (iii) there is consummated a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any corporation, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) at least 60 percent of the combined voting power of the securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation, or a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no person is or becomes the beneficial owner, directly or indirectly, of securities of the Company representing 30 percent or more of the combined voting power of the Company’s then outstanding securities; or (iv) the Company’s stockholders approve a plan of complete liquidation or dissolution of the Company or there is consummated the sale or disposition by the Company of all or substantially all of the Company’s assets, other than a sale or disposition by the Company of all or substantially all of the Company’s assets to an entity, at least 60 percent of the combined voting power of the voting securities of which are owned by the stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale. In addition, if a Change in Control constitutes a payment event with respect to any payment under the Plan which provides for the deferral of compensation and is subject to Section 409A of the Code, the transaction or event described in clauses (i), (ii), (iii) and (iv) with respect to such payment must also constitute a “change in control event,” as defined in Treasury Regulation Section 1.409A-3(i)(5) before any such payment can be made.

2.7 “Code” means the Internal Revenue Code of 1986, as amended.

2.8 “Committee” means the Compensation Committee of the Board or such other person or entity to which any responsibilities may be delegated by such Committee.

2.9 “Common Stock” means the no par value common stock of the Company.

2.10 “Company” means QEP Resources, Inc., a corporation organized and existing under the laws of the State of Delaware, or its successor or successors.

2.11 “Compensation” means:

(a) Deferred Compensation Program. For purposes of the Deferred Compensation Program, the total earnings paid by an Employer to an Employee and properly reportable on IRS Form W-2 for an applicable Plan Year (including payments under annual incentive compensation plans) and all amounts that are not included in such Employee's gross income for federal income tax purposes solely on account of his or her election to have compensation reduced pursuant to the Plan, a qualified cash or deferred arrangement described in Section 401(k) of the Code, a cafeteria plan as defined in Section 125 of the Code, or a qualified transportation fringe benefit plan as defined in Section 132(f)(4) of the Code, but excluding the following forms of compensation, unless otherwise determined by the Committee: the Employer's cost for any public or private employee benefit plan, any income recognized by the Employee as a result of exercising stock options, moving expenses, loan forgiveness, welfare benefits, and severance payments.

(b) 401(k) Supplemental Program. For purposes of the 401(k) Supplemental Program, the same meaning as Benefit Compensation as defined in the Investment Plan, but (i) without regard to the Compensation Limit and (ii) including all amounts that are not included in such Employee's gross income for federal income tax purposes solely on account of his or her election to make Deferral Contributions to the 401(k) Supplemental Program.

2.12 "Compensation Limit" means the annual limit of compensation that may be taken into account for purposes of providing benefits under a tax-qualified retirement plan pursuant to Section 401(a)(17) of the Code, as adjusted from time to time.

2.13 "Deferral Contributions" means that portion of a Participant's Compensation that is deferred by a Participant pursuant to the Programs.

2.14 "Deferred Compensation Program" means the component benefit program of this Plan attached hereto as Exhibit A.

2.15 "Deferred Compensation Sub-Account" means the sub-account described in Section 5.1 of the Deferred Compensation Program.

2.16 "Disability" means a condition that renders a Participant 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 12 months, as described in Treas. Reg. Section 1.409A-3(i)(4)(i)(A). A Participant shall not be considered to be disabled unless the Participant furnishes proof of the existence of such disability in such form and manner as may be required by regulations promulgated under, or applicable to, Code Section 409A.

2.17 "Eligible Employee" means any Employee who meets the eligibility requirements set forth in the applicable Program.

2.18 "Employee" means any individual who is among a select group of management or highly compensated employees (as determined in accordance with Section 3401(c) of the Code and the Treasury Regulations thereunder) of an Employer.

2.19 "Employer" means the Company and each Affiliated Company that consents to the adoption of the Plan.

2.20 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

2.21 "Fair Market Value" means the closing benchmark price of the Company's Common Stock as reported on the composite tape of the New York Stock Exchange for any given valuation date, or if the

Common Stock shall not have been traded on such date, the closing price on the next preceding day on which a sale occurred.

2.22 “Investment Plan” means the QEP Resources, Inc. Employee Investment Plan, as amended from time to time, or any successor plan.

2.23 “Matching Contributions” means Employer contribution amounts credited to Participants under the Deferred Compensation Program and 401(k) Supplemental Program in addition to (and made on account of) the Participants’ Deferral Contributions under such Programs.

2.24 “Matching Contribution Sub-Account” means the sub-account described in Section 5.1 of the Deferred Compensation Program.

2.25 “Participant” means any individual who has commenced participation in the Plan and any of its component Programs in accordance with Article 3.

2.26 “Plan” or “Wrap Plan” means this QEP Resources, Inc. Deferred Compensation Wrap Plan, as amended or restated from time to time.

2.27 “Plan Year” means the calendar year.

2.28 “Program” means the Deferred Compensation Program and the 401(k) Supplemental Program, or either of them, as the context may require.

2.29 “Separation from Service” means a Participant’s termination or deemed termination from employment with the Employer. For purposes of determining whether a Separation from Service has occurred, the employment relationship is treated as continuing intact while the Participant is on military leave, sick leave or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Participant retains a right to reemployment with his Employer under an applicable statute or by contract. For this purpose, a leave of absence constitutes a bona fide leave of absence only if there is a reasonable expectation that the Participant will return to perform services for the Employer. If the period of leave exceeds six months and the Participant does not retain a right to reemployment under an applicable statute or by contract, the employment relationship will be deemed to terminate on the first date immediately following such six-month period. For purposes of this Plan, a Separation from Service occurs at the date as of which the facts and circumstances indicate either that, after such date: (i) the Participant and Employer reasonably anticipate the Participant will perform no further services for the Company or an Affiliate (whether as an employee or an independent contractor), or (ii) that the level of bona fide services the Participant will perform for the Company or any Affiliate (whether as an employee or independent contractor) will permanently decrease to no more than 20 percent of the average level of bona fide services performed over the immediately preceding 36-month period or, if the Participant has been providing services to the Company or an Affiliate for less than 36 months, the full period over which the Participant has rendered services, whether as an employee or independent contractor. The determination of whether a Separation from Service has occurred shall be governed by the provisions of Treasury Regulation section 1.409A-1, as amended, taking into account the objective facts and circumstances with respect to the level of bona fide services performed by the Participant after a certain date.

2.30 “Unforeseeable Emergency” means a severe financial hardship to a Participant resulting from (a) an illness or accident of the Participant, the Participant’s spouse, Beneficiary or dependant (within the meaning of section 152 of the Code, without regard to section 152(b)(1), (b)(2) and (d)(1)(B)); (b) the loss

of the Participant's property due to casualty; or (c) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

ARTICLE 3
ELIGIBILITY; PARTICIPATION

3.1 Eligibility. Eligibility to participate in the Plan shall be determined for each program as provided in Article 2 thereof.

3.2 Enrollment and Commencement of Deferrals. Except as provided below with regard to automatic enrollment in the 401(k) Supplemental Program, each Eligible Employee who wishes to participate in the Plan for a Plan Year must make an irrevocable election to make Deferral Contributions for the Plan Year by timely completing, executing, and returning to the Committee such election forms or other enrollment materials, including electronic enrollment, as the Committee requires on or prior to December 31st of the prior Plan Year, or such other earlier date as the Committee establishes in its sole and absolute discretion.

If an Eligible Employee fails to timely complete, execute and return such election forms or other enrollment materials, or if the Eligible Employee is not eligible to make Deferral Contributions but is eligible to receive Transition Credits under the 401(k) Supplemental Program, the Eligible Employee shall be automatically enrolled in the 401(k) Supplemental Program as provided in Section 4.1(a), but shall not participate in the Deferred Compensation Program until the first day of the first Plan Year beginning after the date on which he or she first becomes eligible and timely completes, executes and returns such election forms or other enrollment materials to the Committee.

3.3 Failure of Eligibility. If the Committee determines, in its sole and absolute discretion, that any Participant should no longer qualify to participate, the Participant shall cease to be an active Participant in the Plan and future contributions to the Plan made by or on behalf of the Participant shall cease as of the date of such determination by the Committee. The Committee's determination hereunder shall be final and binding on all persons.

ARTICLE 4
ELECTIONS

4.1 Deferral Elections. Any deferral election under the Plan and its component Programs shall be made in accordance with Section 409A(a)(4)(B) of the Code and the regulations thereunder.

(a) First Year of Plan Participation. In connection with a Participant's enrollment in the Plan pursuant to Section 3.2, the Participant, unless he or she is a Participant who is eligible only to receive Transition Credits under the 401(k) Supplemental Program, shall make an irrevocable election to defer Compensation in accordance with the terms of the component Programs for which he or she is eligible, which election shall apply to the Plan Year in which the Participant commences participation. A Participant may elect to defer Compensation only with respect to services performed for periods following the date of such election. The Participant's initial deferral election under this Section 4.1(a) shall continue to apply for all succeeding Plan Years unless and until revoked or modified pursuant to Section 4.1(b), below. If the Participant fails to timely complete, execute and return such forms or other enrollment materials as required by the Committee in accordance with Section 3.2, then the Participant shall be deemed to have elected to make the Deferral Contributions permitted under the 401(k) Supplemental Program for the Plan Year in which the Participant commences participation and shall not be permitted to make any Deferral Contributions under the Deferred Compensation Program for such Plan Year.

(b) Subsequent Plan Years. For each succeeding Plan Year, the Participant, if eligible to make Deferral Contributions, may, prior to December 31st of the immediately preceding Plan Year (or such earlier deadline as is established by the Committee in its sole discretion) make an irrevocable election to initially defer Compensation under the Deferred Compensation Program for succeeding Plan Years, or to modify or revoke his or her existing elections to defer Compensation under either or both of the Programs for succeeding Plan Years. All such elections shall be made in accordance with the terms of the Programs and shall remain in effect for all succeeding Plan Years unless timely revoked or modified by the Participant in accordance with this Section. Any such modification shall apply prospectively only and shall not apply to Compensation previously deferred under either or both of the Programs.

(c) Performance-Based Compensation. The Committee may, in its sole discretion, determine that an irrevocable deferral election pertaining to Compensation that constitutes “performance-based compensation” (as defined in Treas. Reg. Section 1.409A-1(e)) may be made no later than six (6) months before the end of the performance service period, provided that the Participant performs services continuously from the later of the beginning of the performance period or the date upon which the performance criteria are established through the date upon which the Participant makes a deferral election for such compensation; provided, further that in no event shall an election to defer performance-based compensation be permitted after such compensation has become readily ascertainable. Any deferral election under this Section 4.1(c) shall be made in accordance with Treas. Reg. Section 1.409A-2(a)(8).

(d) Compensation Subject to Risk of Forfeiture. With respect to Compensation (i) to which a Participant has a legally binding right to payment in a subsequent year, and (ii) that is subject to a forfeiture condition requiring the Participant’s continued services for a period of at least twelve (12) months from the date the Participant obtains the legally binding right to such payment, the Committee may, in its sole discretion, determine that an irrevocable election to defer such Compensation may be made no later than the 30th day after the Participant obtains the legally binding right to the Compensation, provided that the election is made at least twelve (12) months in advance of the earliest date at which the forfeiture condition could lapse. Any deferral election under this Section 4.1(d) shall be made in accordance with Treas. Reg. Section 1.409A-2(a)(5).

Any election(s) made in accordance with this Section shall be irrevocable; provided, however, that if the Committee permits Participants to make a deferral election for “performance-based compensation” or “compensation subject to a substantial risk of forfeiture” by the deadline(s) described above, it may, in its sole discretion, and in accordance with Code Section 409A and related Treasury guidance or regulations, permit a Participant to subsequently change his or her elections for such Compensation no later than the deadlines established by the Committee pursuant to Section 4.1(c) or 4.1(d), above.

4.2 Elections as to Time and Form of Payment. In connection with a Participant’s enrollment in the Plan pursuant to Section 3.2, the Participant shall also make the following elections with respect to each Program under the Plan:

(a) Deferred Compensation Program. If eligible to participate in the Deferred Compensation Program for the Plan Year in which the Participant commences participation under the Plan, the Participant shall make an irrevocable election (from the options available under Article 6 below) as to the time and form of payment of all deferrals (in the form of Deferral and/or Matching Contributions) credited to his or her Account under the Deferred Compensation Program for such Plan Year (including earnings thereon). If the Participant fails to make such election, or such election does not meet the requirements of Code Section 409A and related Treasury guidance or regulations, the Participant shall be deemed to have elected to receive a lump sum distribution as soon as legally and administratively practicable following the earliest to occur of the Participant’s (i) Separation from Service, (ii) Disability, or (iii) death. Except in the case of an election to receive an in-service distribution pursuant to Section 6.1(b)(iii), the Participant’s election

(or deemed election) shall continue to apply for succeeding Plan Years unless and until the election is modified pursuant to Section 4.2(c), below.

(b) 401(k) Supplemental Program. The Participant shall make an irrevocable election as to the time and form of payment of all deferrals (in the form of Deferral Contributions, Matching Contributions or Transition Credits) credited to his or her Account Balance under the 401(k) Supplemental Program from the options available under Section 6 below. If the Participant fails to make such election, or if such election does not meet the requirements of Code Section 409A and related Treasury guidance or regulations, the Participant shall be deemed to have elected to receive a lump-sum distribution as soon as legally and administratively practicable following the earliest to occur of the Participant's (i) Separation From Service, (ii) Disability, or (iii) death.

(c) A Participant may make an irrevocable election to modify his or her existing elections as to the time and form of payment of any future Deferral Contributions, Matching Contributions and Transition Credits credited to his or her Account Balance (and related earnings) under either or both of the Programs for succeeding Plan Years. Such election shall be made in accordance with the terms of the Deferred Compensation Program and 401(k) Supplemental Program and Article 6 below, and except in the case of an election to receive an in-service distribution pursuant to Section 6.1(b)(iii), which election must be made separately for each Plan Year, the election shall remain in effect for all succeeding Plan Years unless and until timely modified by the Participant in accordance with this Section. Any such modification shall apply prospectively only and shall not apply to Deferral Contributions, Matching Contributions or Transition Credits previously credited under the Program (or any earnings thereon), except to the extent permitted under Section 4.2(d) below.

(d) To the extent permitted by the Board, a Participant may elect to modify his or her existing election(s) as to the time and form of payment with respect to amounts previously credited to his or her Account Balance under either or both of the Programs (a "Modification Election"), provided that (i) such Modification Election does not take effect until at least 12 months after the date on which it is made, (ii) in the case of an election related to a payment not described in Treasury Regulation Sections 1.409A-3(a)(2) (payment on account of disability), 1.409A-3(a)(3) (payment on account of death) or 1.409A-3(a)(6) (payment on account of an unforeseeable emergency), such Modification Election must provide for the deferral of such amount for a period of not less than 5 years from the date such payment would otherwise have been paid (or in the case of a life annuity or installment payments treated as a single payment, 5 years from the date the first amount was scheduled to be paid), (iii) any Modification Election related to a payment described in Treasury Regulation Section 1.409A-3(a)(4) (payment at a specified time or pursuant to a fixed schedule) must be made not less than 12 months before the date the payment is scheduled to be paid (or in the case of a life annuity or installment payments treated as a single payment, 12 months before the date the first amount was scheduled to be paid), and (iv) all other requirements under Code Section 409A and the Treasury Regulations thereunder (including Treasury Regulation Section 1.409A-2(b)) are met with respect to such Modification Election. Modification Elections shall be irrevocable as of the date they are filed with the Company's Vice President of Human Resources.

4.3 Election Forms. All elections shall be made on forms, including electronic forms, provided by the Committee and must be filed with the Company's Vice President of Human Resources in order to be valid.

ARTICLE 5 ACCOUNT STATEMENTS

At least once a year within 60 days after the end of each Plan Year, a statement shall be sent to each Participant showing his or her Account Balance for each Program as of the last day of the Plan Year. The

statement shall also include the Deferral Contributions made by the Participant to each Program for the Plan Year, along with any Matching Contributions and Transition Credits credited to the Participant's Account Balances and the investment gains or losses (including reinvested dividends) credited during the Plan Year.

ARTICLE 6
DISTRIBUTIONS

6.1 Permissible Times and Forms of Payments. A Participant may elect to receive his or her Account under the Deferred Compensation Program or his or her Account under the 401(k) Supplemental Program pursuant to an election form filed in accordance with Article 4 at the following times and in the following forms:

(a) Time of Distribution. A Participant may elect to receive a distribution as of the date of, or at a designated anniversary date following, the first to occur of the Participant's Disability, Separation from Service, death or in the case of a distribution from the Participant's Deferred Compensation Sub-Account, at a designated time or times specified by the Participant in his or her election forms, which shall not be earlier than 24 months from the date of deferral of the amount to be distributed.

(b) Form of Distribution. A Participant may elect to receive a distribution of his or her Account in any of the following forms:

(i) a single lump sum;

(ii) up to ten (10) annual installments; or

(iii) in the case of an in-service distribution from a Participant's Deferred Compensation Sub-Account a single lump sum of the entire Account Balance attributable to the Participant's Deferral Contributions made in one or more Plan Years, as designated by the Participant.

(c) Subsequent Deferrals. Notwithstanding an actual or deemed election as to the timing of the distribution of a Participant's Account, at such times and in such manner as the Committee may determine, a Participant may make an irrevocable election to delay the payment, or the commencement of payment, of his or her Account, but only if such election (i) is made not less than 12 months before the date the payment or commencement of installment payments is scheduled to be paid or to begin; (ii) shall not take effect until at least 12 months after the date the election is made; and (iii) relating to a payment not being made on account of death, Disability or an Unforeseeable Emergency, delays the payment or commencement of payments for a period of at least 5 years from the date the payment or series of payments was scheduled to be paid or begin.

(d) Unforeseeable Emergency Distributions. A participant may request that a distribution of amounts credited to his Account may be made due to an Unforeseeable Emergency.

(i) In no event shall a distribution due to an Unforeseeable Emergency exceed the balance of the Participant's Account, determined as of the end of the month immediately preceding the date of the distribution, less any amounts distributed from or charged to the Participant Account since such date. The Committee may promulgate uniform rules regarding the effective date of any distribution, minimum amounts to be distributed and the frequency of distributions.

(ii) A distribution may be made pursuant to this Section 6.1(d) due to an Unforeseeable Emergency only if the Participant satisfies the Committee that the Participant has an

Unforeseeable Emergency and that the distribution is reasonably necessary in order to satisfy the Unforeseeable Emergency.

(iii) A distribution because of an Unforeseeable Emergency may be made for one of the reasons listed in subparagraphs (A) through (C) of this paragraph (iii):

- (A) Medical expenses, including non-refundable deductibles and the cost of prescription drugs; or
- (B) The need to pay for funeral expenses of a spouse, Beneficiary or a dependent as defined; or
- (C) The need to prevent the imminent eviction of the Participant from his principal residence or foreclosure on the mortgage on the Participant's principal residence.

(iv) A distribution will be considered to be reasonably necessary to satisfy an emergency need of a Participant only if the need may not be satisfied from other resources that are reasonably available to the Participant and the distribution does not exceed the amount needed to satisfy the need. The Committee shall consider all relevant facts and circumstances in determining whether a distribution is necessary in order to satisfy an emergency need. Generally, a distribution shall be deemed necessary if the Participant demonstrates to the Committee that the need cannot be relieved through reimbursement or compensation from insurance or otherwise, by the liquidation of the Participant's assets (to the extent that such liquidation would not itself cause severe financial hardship) or by cessation of Deferral Contributions under the Plan. A distribution will be deemed to be reasonably necessary to satisfy the emergency need of a Participant only if the distribution is not in excess of the amount reasonable necessary to satisfy the emergency need of the Participant (which may include amounts necessary to pay any federal, state, local or foreign income taxes or penalties reasonably anticipated to result from the distribution).

6.2 Change in Control. Notwithstanding any election made by the Participant under Section 6.1, in the event of a Change in Control, all amounts then credited to the Participant's Account shall be distributed to the Participant in a single lump sum within 60 days following the date of such Change in Control.

6.3 Calculation of Distributions.

(a) Lump Sum. All lump sum distributions shall be based on the value of the Participant's Account as of a valuation date as soon as administratively feasible preceding the date distribution is made, in accordance with rules established by the administrator.

(b) Installment Distributions. Under an installment payout, the amount to be distributed in each installment payment shall be determined by dividing the value of the Participant's Accounts being paid in installments as of a valuation date preceding the date of each distribution by the number of installment payments remaining to be made, in accordance with rules established by the administrator. In the event of the death of the Participant prior to the full payment of his Accounts being paid in installments, payments will continue to be made to his Beneficiary in the same manner as would have been payable to the Participant.

6.4 Six-Month Delay. Notwithstanding anything to the contrary in the Plan, no distribution shall be made to a Participant under the Plan on account of the Participant's Separation from Service during the 6-month period following such Separation from Service to the extent that the Company determines that the Participant is a "specified employee" (as defined in Section 409A(a)(2)(B)(i) of the Code and the Treasury Regulations thereunder) at the time of such Separation from Service and that paying such amounts at the time or times indicated in the Plan would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such 6-month period (or such earlier date upon which such amount can

be paid under Section 409A of the Code without being subject to such additional taxes, including as a result of the Participant's death), a lump-sum distribution shall be made to the Participant under the Plan equal to the cumulative amount that would have otherwise been payable to the Participant during such 6-month period.

6.5 Method of Payment. All payments under the Plan shall be made in cash.

ARTICLE 7 ADMINISTRATION

7.1 Committee to Administer and Interpret Plan and Component Programs. The Committee or its designee shall administer the Plan and its component Programs and shall have all discretion and power necessary for that purpose. The Committee shall have the discretion, authority, and power to (i) make, amend, interpret, and enforce all appropriate rules and regulations for the administration of the Plan and its component Programs and (ii) decide or resolve any and all questions that may arise in connection with this Plan and its component Programs, including interpretations of the Plan and its component Programs and determinations of eligibility to participate and to receive distributions under the Plan and its component Programs. Any individual serving on the Committee, or anyone delegated responsibilities by the Committee, shall not vote or act on any matter relating solely to himself. When making a determination or calculation, the Committee shall be entitled to rely on information supplied by a Participant, Beneficiary, or the Employer, as the case may be. The Committee shall maintain all records of the Plan and its component Programs.

7.2 Agents. In the administration of this Plan and its component Programs, the Committee may, from time to time, employ agents (including officers and other employees of the Company) and delegate to them such administrative duties as it sees fit (including acting through a duly appointed representative) and may from time to time consult with counsel who may be counsel to the Company.

7.3 Binding Effect of Decisions. The decision or action of the Committee with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and its component Programs and the rules and regulations promulgated hereunder shall be final and conclusive and binding upon all persons having any interest in the Plan and its component Programs.

7.4 Indemnity of Committee. The Company shall indemnify and hold harmless the members of the Committee and any employee to whom duties of the Committee may be delegated against any and all claims, losses, damages, expenses or liabilities arising from any action or failure to act with respect to this Plan and its component Programs, except in the case of willful misconduct by the Committee, any of its members, or any such employee.

7.5 Agent for Legal Process. The Committee shall be agent of the Plan and its component Programs for service of all legal process.

ARTICLE 8 CLAIMS PROCEDURE

8.1 Filing a Claim. All claims under this Plan and its component Programs shall be filed in writing or electronically by the Participant, his or her Beneficiary, or the authorized representative of either, by completing the procedures that the Committee requires. The procedures shall be reasonable and may include the completion of forms and the submission of documents and additional information. All claims shall be filed in writing or electronically with the Committee according to the Committee's procedures no later than one year after the occurrence of the event that gives rise to the claim. If the claim is not filed within the time described in the preceding sentence, the claim shall be barred.

8.2 Review of Initial Claim.

(a) Initial Period for Review of the Claim. The Committee shall review all materials and shall decide whether to approve or deny the claim. If a claim is denied in whole or in part, written notice of denial shall be furnished by the Committee to the claimant within a reasonable time after the claim is filed but not later than ninety (90) days after the Committee receives the claim. The notice shall set forth the specific reason(s) for the denial, reference to the specific Plan or Program provisions on which the denial is based, a description of any additional material or information necessary for the claimant to perfect his or her claim and an explanation of why such material or information is necessary, and a description of the Plan's review procedures, including the applicable time limits and a statement of the claimant's right to bring a civil action under ERISA section 502(a) following a denial of the appeal.

(b) Extension. If the Committee determines that special circumstances require an extension of time for processing the claim, it shall give written notice to the claimant and the extension shall not exceed ninety (90) days. The notice shall be given before the expiration of the ninety (90) day period described in Section 8.2(a) above and shall indicate the special circumstances requiring the extension and the date by which the Committee expects to render its decision.

8.3 Appeal of Denial of Initial Claim. The claimant may request a review upon written application, may review pertinent documents, and may submit issues or comments in writing. The claimant must request a review within a reasonable period of time prescribed by the Committee. In no event shall such a period of time be less than sixty (60) days.

8.4 Review of Appeal.

(a) Initial Period for Review of the Appeal. The Committee shall conduct all reviews of denied claims and shall render its decision within a reasonable time, but not to exceed sixty (60) days from the receipt of the appeal by the Committee. The claimant shall be notified of the Committee's decision in a notice, which shall set forth the specific reason(s) for the denial, reference to the specific Plan or Program provisions on which the denial is based, a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim, and a statement of the claimant's right to bring a civil action under ERISA section 502(a) following a denial of the appeal.

(b) Extension. If the Committee determines that special circumstances require an extension of time for reviewing the appeal, it shall give written notice to the claimant and the extension shall not exceed sixty (60) days. The notice shall be given before the expiration of the sixty (60) day period described in Section 8.4(a) above and shall indicate the special circumstances requiring the extension and the date by which the Committee expects to render its decision.

8.5 Form of Notice to Claimant. The notice to the claimant shall be given in writing or electronically and shall be written in a manner calculated to be understood by the claimant. If the notice is given electronically, it shall comply with the requirements of Department of Labor Regulation Section 2520.104b-1(c)(1)(i), (iii), and (iv).

8.6 Discretionary Authority of Committee. The Committee shall have full discretionary authority to determine eligibility, status, and the rights of all individuals under the Plan and its component Programs, to construe any and all terms of the Plan and its component Programs, and to find and construe all facts.

ARTICLE 9

AMENDMENT AND TERMINATION OF PLAN

The Board may at any time amend, modify, or terminate this Plan and its component Programs; provided, however, that no such amendment may reduce any Participant's Account Balances under the Plan or any component Program as it existed prior to the date of such amendment or termination.

ARTICLE 10
MISCELLANEOUS

10.1 Source of Payments. Each participating Employer will pay all benefits for its Employees arising under this Plan and its component Programs, and all costs, charges and expenses relating to such benefits, out of its general assets.

10.2 No Assignment or Alienation.

(a) General. Except as provided in subsection (b) below, the benefits provided for in this Plan and its component Programs shall not be anticipated, assigned (either at law or in equity), alienated, or be subject to attachment, garnishment, levy, execution or other legal or equitable process. Any attempt by any Participant or any Beneficiary to anticipate, assign or alienate any portion of the benefits provided for in this Plan or its component Programs shall be null and void.

(b) Exception: DRO. The restrictions of subsection (a) shall not apply to a distribution to an "alternate payee" (as defined in Code Section 414(p)) pursuant to a "domestic relations order" ("DRO") within the meaning of Code Section 414(p)(1)(B). The Committee shall have the discretion, power, and authority to determine whether an order is a DRO. Upon a determination that an order is a DRO, the Committee shall direct the Employer to distribute to the alternate payee or payees named in the DRO, as directed by the DRO.

10.3 Beneficiaries. A Participant shall have the right, in accordance with forms and procedures established by the Committee, to designate one or more beneficiaries to receive some or all amounts payable under each of the component Programs after the Participant's death. The Participant need not designate the same Beneficiary for each Program under the Plan. In the absence of an effective beneficiary designation, all payments shall be made to the beneficiary designated by the Participant (or deemed by law to be designated) under the terms of the Investment Plan.

10.4 No Creation of Rights. Nothing in this Plan or its component Programs shall confer upon any Participant the right to continue as an Employee of an Employer. The right of a Participant to receive a cash distribution shall be an unsecured claim against the general assets of his or her Employer. Nothing contained in this Plan or its component Programs nor any action taken hereunder shall create, or be construed to create, a trust of any kind, or a fiduciary relationship between the Company and the Participants, Beneficiaries, or any other persons. All Accounts under the Plan and its component Programs shall be maintained for bookkeeping purposes only and shall not represent a claim against specific assets of any Employer.

10.5 Furnishing Information. A Participant or his or her Beneficiary shall cooperate with the Committee by furnishing any and all information requested by the Committee and take such other actions as may be requested in order to facilitate the administration of the Plan and its component Programs and the payment of benefits thereunder.

10.6 Payments to Incompetents. If the Committee determines in its discretion that a benefit under this Plan or any of its component Programs is to be paid to a minor, a person declared incompetent or to a person incapable of handling the disposition of his or her property, the Committee may direct payment of

such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or incapable person. The Committee may require proof of minority, incompetence, incapacity or guardianship, as it may deem appropriate prior to distribution of the benefit. Any payment of a benefit shall be a payment for the account of the Participant and the Participant's Beneficiary, as the case may be, and shall be a complete discharge of any liability under the Plan and its component Programs for such payment amount.

10.7 Court Order. The Committee is authorized to make any payments directed by court order in any action in which the Plan or the Committee has been named as a party.

10.8 Code Section 409A Savings Clause. The payments and benefits provided under the Plan and its component Programs are intended to be compliant with the requirements of Section 409A of the Code. Notwithstanding any provision of this Plan to the contrary, including, without limitation, Article 9 hereof, in the event that the Company reasonably determines that any payments or benefits hereunder are not either exempt from or compliant with the requirements of Section 409A of the Code, the Company shall have the right adopt such amendments to this Plan and its component Programs or adopt such other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that are necessary or appropriate (i) to preserve the intended tax treatment of the payments and benefits provided hereunder, to preserve the economic benefits with respect to such payments and benefits, and/or (ii) to exempt such payments and benefits from Section 409A of the Code or to comply with the requirements of Section 409A of the Code and thereby avoid the application of penalty taxes thereunder; provided, however, that this Section 10.8 does not, and shall not be construed so as to, create any obligation on the part of the Company to adopt any such amendments, policies or procedures or to take any other such actions or to indemnify any Participant for any failure to do so.

10.9 Attorney Fees; Interest. The Company agrees to pay as incurred, to the full extent permitted by law all legal fees and expenses which a Participant may reasonably incur as a result of any contest (regardless of the outcome thereof) by the Company, the Participant, or others following a Change in Control regarding the validity or enforceability of, or liability under, any provision of this Plan or any guarantee of performance thereof (including as a result of any contest by the Participant about the amount of any payment pursuant to this Plan), plus in each case interest on any delayed payment at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code. The foregoing right to legal fees and expenses shall not apply to any contest brought by a Participant (or other party seeking payment under the Plan) that is found by a court of competent jurisdiction to be frivolous or vexatious. To the extent that any payments or reimbursements provided to the Participant under this Section are deemed to constitute compensation to the Participant, such amounts shall be paid or reimbursed reasonably promptly, but not later than December 31 of the year following the year in which the expense was incurred. The amount of any payments or expense reimbursements that constitute compensation in one year shall not affect the amount of payments or expense reimbursements constituting compensation that are eligible for payment or reimbursement in any subsequent year, and the Participant's right to such payments or reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.

10.10 Distribution in the Event of Taxation. If, for any reason, all or any portion of a Participant's benefits under this Plan or any of its component Programs becomes subject to federal income tax with respect to the Participant prior to receipt, a Participant may petition the Committee for a distribution of that portion of his or her benefit that has become taxable, or such lesser amount as may be permitted by Code Section 409A. Upon the grant of such a petition, which grant shall not be unreasonably withheld, the Employer shall distribute to the Participant immediately available funds in an amount equal to the taxable portion of his or her benefit or such lesser amount as may be permitted by Code Section 409A (which amount shall not exceed a Participant's unpaid Account Balances). If the petition is granted, the tax liability distribution shall be

made within 90 days of the date when the Participant's petition is granted. Such a distribution shall affect and reduce the benefits to be paid under this Plan and its component Programs. Any distribution under this Section 10.10 must meet the requirements of Code Section 409A and related Treasury guidance or Regulations.

10.11 Governing Law. To the extent not preempted by federal law, this Plan and its component Programs shall be governed by the laws of the State of Colorado without regard to conflicts of law principles.

I hereby certify that this revised QEP Resources, Inc. Deferred Compensation Wrap Plan was duly adopted by the Board of Directors of QEP Resources, Inc. on May 15, 2017.

Executed on this 15th day of May, 2017.

By: /s/ Richard J. Doleshek

Richard J. Doleshek,

Executive Vice President and Chief Financial Officer

DEFERRED COMPENSATION PROGRAM

a component Program of the
QEP Resources, Inc. Deferred Compensation Wrap Plan

QEP RESOURCES, INC.
DEFERRED COMPENSATION PROGRAM

ARTICLE 1
INTRODUCTION

1.1 Establishment of Program. The Company hereby establishes this revised Deferred Compensation Program under the Wrap Plan, as of January 1, 2012. Unless otherwise defined herein, all capitalized terms herein shall the meanings set forth in the QEP Resources, Inc. Deferred Compensation Wrap Plan.

1.2 Purpose. The purposes of the Deferred Compensation Program are (i) to provide Participants with the opportunity to defer receipt of specified portions of their annual Compensation including Bonuses in order to reduce current taxable income and to provide for future financial needs, and (ii) to provide a benefit to each Participant approximately equal to the benefit the Participant would have received under the Investment Plan if the Participant did not elect to defer Compensation under the Deferred Compensation Program but instead contributed an applicable portion of such amount to the Investment Plan.

ARTICLE 2
PARTICIPATION; ELECTIONS

2.1 Participation. An Employee shall be an Eligible Employee for purposes of this Program if he or she is in a salary classification designated by the Committee as eligible to participate in the Program for a Plan Year or is otherwise designated as an Eligible Employee by the Committee.

2.2 Elections. Each Participant shall make elections with regard to the deferral of Compensation and the time and form of payments under the Deferred Compensation Program in accordance with Articles 4 and 6 of the Wrap Plan.

ARTICLE 3
DEFERRAL CONTRIBUTIONS

Each Plan Year, a Participant, electing to defer Compensation under the Deferred Compensation Program for such Plan Year may defer up to a maximum of 50% of his or her Compensation for such Plan Year, or such larger percentage of Compensation or a component thereof as may be designated by the Committee for a Plan Year. For the avoidance of doubt, to the extent permitted by the Committee for a Plan Year, a Participant may make separate deferral elections with respect to separate components of Compensation, in each case within the time periods required under the Wrap Plan and Section 409A of the Code and the Treasury Regulations thereunder.

ARTICLE 4
MATCHING CONTRIBUTIONS

4.1 Determination of Matching Contributions. A Participant who makes Deferral Contributions to the Deferred Compensation Program for a Plan Year may receive a Matching Contribution. The Committee will determine annually the amount, if any, of the Matching Contribution, which, for the avoidance of doubt, may be determined separately for separate components of Deferral Contributions in the discretion of the Committee.

4.2 Vesting. Except with respect to any Deferral Contributions that relate to unvested Compensation, a Participant shall be fully vested at all times in the portion of his or her Account attributable

to Deferral Contributions. Any Deferral Contributions that relate to unvested Compensation shall be subject to the same vesting terms, conditions and provisions as applied to the underlying Compensation (or component thereof) to which the Deferral Contributions relate. A Participant shall be vested in the portion of his or her Account attributable to Matching Contributions to the same extent as such Participant is vested in any matching contributions under the Investment Plan, unless otherwise determined by the Committee at the time of making any applicable Matching Contribution.

ARTICLE 5
ACCOUNTS; DEEMED INVESTMENTS

5.1 Accounts. The Committee shall establish an Account for each Participant with at least two sub-accounts as follows:

(a) a Deferred Compensation Sub-Account which shall reflect all Deferral Contributions made by the Participant for each Plan Year, together with any adjustments for income, gain or loss and any payments from such sub-account as provided herein;

(b) a Matching Contribution Sub-Account which shall reflect all Company Matching Contributions made under the Deferred Compensation Program for each Plan Year, together with any adjustments for income, gain or loss and any payments from such sub-account as provided herein.

The Committee shall establish such other sub-accounts as it deems necessary or desirable for the proper administration of the Deferred Compensation Program. Amounts deferred by a Participant under the Deferred Compensation Program shall be credited to the Participant's Account as soon as administratively practicable after the amounts would have otherwise been paid to the Participant.

5.2 Status of Accounts. Accounts and sub-accounts established hereunder shall be record-keeping devices utilized for the sole purpose of determining benefits payable under the Deferred Compensation Program, and will not constitute a separate fund of assets but shall continue for all purposes to be part of the general, unrestricted assets of the Employer, subject to the claims of its general creditors.

5.3 Deemed Investment of Amounts Deferred.

(a) Deferred Compensation Program. In connection with his or her enrollment in the Deferred Compensation Program, a Participant may elect to have earnings, gains, or losses with respect to his or her Matching Contribution Sub-Account and Deferred Compensation Sub-Account calculated based on the deemed investment alternatives below, in increments of 1%. In the event the Participant fails to make an election regarding the deemed investment of his or her Matching Contribution Sub-Account and Deferred Compensation Sub-Account, the Participant shall be deemed to have elected to invest 100% of his or her Matching Contribution Sub-Account and Deferred Compensation Sub-Account in the Money Market Fund within Investment Option (as described below). The Participant's investment election shall continue in effect unless and until modified by the Participant. Any such modification shall apply prospectively and may apply to amounts previously deferred under the Deferred Compensation Program (and related earnings).

(b) Common Stock Option. Any portion of the Matching Contribution Sub-Account and Deferred Compensation Sub-Account deemed invested under this option (the "Common Stock Option") shall be accounted for as if invested in shares of Common Stock purchased at Fair Market Value on the date on which a Deferral Contribution is credited to the Participant's Account. The Participant's Matching Contribution Sub-Account and Deferred Compensation Sub-Account shall be credited on a quarterly basis with an amount equal to the dividends that would have become payable during the deferral period if actual

purchases of Common Stock had been made, with such dividends accounted for as if invested in Common Stock as of the payable date for such dividends. Any credited shares treated as if they were purchased with dividends shall be deemed to have been purchased at Fair Market Value on the dividend payment date. The Committee may prescribe such limitations as it deems advisable in its sole discretion on a Participant's deemed investment in the Common Stock Option.

(c) Investment Options. Any portion of the Matching Contribution Sub-Account and Deferred Compensation Sub-Account deemed invested under this option (the "Investment Option") shall be deemed invested in one or more of the investment options made available from time to time for Participants under the Plan. Each such deemed investment shall be credited or debited with earnings or losses as if the amount invested had been invested in the applicable investment fund made available by the Committee.

ARTICLE 6
DISTRIBUTIONS

All distributions of a Participant's Account under the Deferred Compensation Program shall be made in accordance with the Participant's election(s) (or deemed election(s)) under Articles 4 and 6 of the Wrap Plan.

401(k) SUPPLEMENTAL PROGRAM

a component Program of the
QEP Resources, Inc. Deferred Compensation Wrap Plan

QEP RESOURCES, INC.
401(k) SUPPLEMENTAL PROGRAM

ARTICLE 1
INTRODUCTION

1.1 Establishment of Program. The Company hereby establishes this revised 401(k) Supplemental Program under the Wrap Plan, as of January 1, 2016. Unless otherwise defined herein, all capitalized terms herein shall the meanings set forth in the QEP Resources, Inc. Deferred Compensation Wrap Plan.

1.2 Purpose. The purpose of the 401(k) Supplemental Program is to provide a benefit to a Participant approximately equal to the benefit that the Participant would have received under the Investment Plan if the Compensation Limit were inapplicable, and to provide certain transition credits for Participants whose accrued benefits in the QEP Resources, Inc. Retirement Plan were frozen as of December 31, 2015.

ARTICLE 2
PARTICIPATION; ELECTIONS

2.1 Participation.

An Employee shall be an Eligible Employee for purposes of this Program if he or she is in a salary classification designated by the Committee as eligible to participate in the Program for a Plan Year or is otherwise designated as an Eligible Employee by the Committee and will receive Compensation in excess of a threshold established by the Committee. An Employee shall begin participation in the 401(k) Supplemental Program on the date in any Plan Year that the Employee first receives Compensation in excess of the Compensation Limit or on a date in any Plan Year as otherwise determined by the Compensation Committee.

2.2 Elections. Each Participant shall make elections with regard to the deferral of Compensation and the time and form of payments under the 401(k) Supplemental Program in accordance with Articles 4 and 6 of the Wrap Plan.

ARTICLE 3
DEFERRAL CONTRIBUTIONS

Each Plan Year, a Participant electing to defer Compensation under the 401(k) Supplemental Program must defer a percentage of his or her compensation equal to the company matching contributions as determined for the Investment Plan commencing on the date the Participant is deemed eligible to begin participation in the Program.

ARTICLE 4
MATCHING CONTRIBUTIONS

A Participant who makes Deferral Contributions to the 401(k) Supplemental Program for a Plan Year shall be entitled to a Matching Contribution for such Plan Year in an amount equal to the amount deferred by the Participant.

ARTICLE 5
TRANSITION CREDITS

For any Plan Year beginning on or after January 1, 2016, the Company shall make certain age-based contributions (“Transition Credits”) to the 401(k) Supplemental Program in accordance with the table below for Participants who were active participants in the Company’s Retirement Plan on December 31, 2015, and

who are employed on the day of the last payroll of the Plan Year for which such Company Transition Credit is made. For purposes of this Article 5, the Transition Credits for Participants shall be an amount equal to the percentage of Compensation based on each Participant's age on December 31, 2015, in accordance with the table below.

Age of Eligible Employee on December 31, 2015	Percentage of Compensation
Less than 40	2%
At least 40 but less than 50	6%
At least 50	15%

ARTICLE 6
VESTING

A Participant shall be fully vested at all times in the portion of his or her Account attributable to Deferral Contributions and shall be vested in the portion of his or her Account attributable to Matching Contributions and Transition Credits to the same extent as such Participant is vested in any matching contributions under the Investment Plan.

ARTICLE 7
ACCOUNTS; DEEMED INVESTMENTS

7.1 Accounts. The Committee shall establish an Account and sub-accounts for each Participant as are necessary for the proper administration of the 401(k) Supplemental Program. Such Accounts shall reflect Deferral Contributions, Matching Contributions and Transition Credits made by or on behalf of the Participant, together with any adjustments for income, gain or loss and any payments from the Account as provided herein. Deferral Contributions and related Matching Contributions shall be credited to the Participant's Account as soon as administratively practicable after the Deferral Contribution would have otherwise been paid to the Participant. The Transition Credits shall be credited to Participants Accounts not later than the last day of the year for which the Transition Credit is made.

7.2 Status of Accounts. Accounts and sub-accounts established hereunder shall be record-keeping devices utilized for the sole purpose of determining benefits payable under the 401(k) Supplemental Program, and will not constitute a separate fund of assets but shall continue for all purposes to be part of the general, unrestricted assets of the Employer, subject to the claims of its general creditors.

7.3 Deemed Investment of Accounts in 401(k) Supplemental Program.

(a) 401(k) Supplemental Program. In connection with his or her enrollment in the 401(k) Supplemental Program, a Participant may elect to have earnings, gains, or losses with respect to his or her Matching Contributions, Deferral Contributions and Transition Credits Account calculated based on the deemed investment alternatives below, in increments of 1%. In the event the Participant fails to make an election regarding the deemed investment of his or her Account, the Participant shall be deemed to have elected to invest 100% of his or her Account in the Money Market Fund within the Investment Plan Option (as described below). The Participant's investment election shall continue in effect unless and until modified by the Participant. Any such modification shall apply prospectively and may apply to amounts previously credited under the 401(k) Supplemental Program (and related earnings).

(b) Common Stock Option. Any portion of a Participant's Account deemed invested under this option (the "Common Stock Option") shall be accounted for as if invested in shares of Common Stock

purchased at Fair Market Value on the date on which a Matching Contribution, Deferral Contribution or Transition Credit is credited to the Participant's Account. The Participant's Account shall be credited on a quarterly basis with an amount equal to the dividends that would have become payable during the deferral period if actual purchases of Common Stock had been made, with such dividends accounted for as if invested in Common Stock as of the payable date for such dividends. Any credited shares treated as if they were purchased with dividends shall be deemed to have been purchased at Fair Market Value on the dividend payment date. The Committee may prescribe such limitations as it deems advisable in its sole discretion on a Participant's deemed investment in the Common Stock Option.

(c) Investment Plan Option. Any portion of a Participant's Account deemed invested under this option (the "Investment Plan Option") shall be deemed invested in one or more of the investment options made available from time to time for Participants under the Plan. Each such deemed investment shall be credited or debited with earnings or losses as if the amount invested had been invested in the underlying fund in the Investment Plan.

ARTICLE 8 DISTRIBUTIONS

All distributions of a Participant's Account under the 401(k) Supplemental Program shall be made in accordance with the Participant's election(s) (or deemed election(s)) under Articles 4 and 6 of the Wrap Plan.

QEP RESOURCES, INC.
DEFERRED COMPENSATION PLAN FOR DIRECTORS
As Amended and Restated On July 24, 2017

QEP RESOURCES, INC.
DEFERRED COMPENSATION PLAN FOR DIRECTORS

ARTICLE 1
INTRODUCTION

1.1 Purpose. QEP Resources, Inc., a Delaware corporation (the “Company”), hereby establishes this QEP Resources, Inc. Deferred Compensation Plan for Directors (the “Plan”) to provide Directors (as defined below) of the Company and its participating Affiliates (as defined below) with an opportunity to defer compensation paid to them for their services as Directors and to maintain a deferred compensation account until they cease to serve as Directors of the Company and its Affiliates.

1.2 Status of Plan. This Plan is intended to be an unfunded, nonqualified deferred compensation arrangement designed to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder. Notwithstanding any other provision herein, this Plan shall be interpreted, operated and administered in a manner consistent with these intentions.

ARTICLE 2
DEFINITIONS

For purposes of the Plan, the following terms or phrases shall have the following indicated meanings, unless the context clearly requires otherwise:

2.1 “Account” or “Account Balance” means, for each Participant, the account established for his or her benefit under the Plan, which records the credit on the records of the Company and its Affiliates equal to the amounts set aside under the Plan and the actual or deemed earnings, if any, credited to such account. The Account Balance, and each other specified account or sub-account, shall be a bookkeeping entry only and shall be used solely as a device for the measurement and determination of the amounts to be paid to a Participant, or his or her designated Beneficiary, pursuant to this Plan.

2.2 “Affiliate” means any entity that is treated as the same employer as the Company under Sections 414(b), (c), (m), or (o) of the Code (defined below), any entity required to be aggregated with the Company pursuant to regulations adopted under Code Section 409A, or any entity otherwise designated as an Affiliate by the Company.

2.3 “Beneficiary” means that person or persons who become entitled to receive a distribution of benefits under the Plan in the event of the death of a Participant prior to the distribution of all benefits to which he or she is entitled.

2.4 “Board” means the Board of Directors of the Company.

2.5 “Cash Compensation” means compensation payable to a Director in cash for serving as a Director, including attending Board and committee meetings as a Director, during a Plan Year, but excluding any expense reimbursements.

2.6 “Change in Control” shall be deemed to have occurred if: (i) any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 (the “Exchange

Act”)) other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company, is or becomes the beneficial owner (as such term is used in Rule 13d-3 under the Exchange Act) of securities of the Company representing 30 percent or more of the combined voting power of the Company; or (ii) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, as of the Effective Date, constitute the Company’s Board of Directors and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company’s stockholders was approved or recommended by a vote of at least two-thirds of the directors then still in office who either were directors on the Effective Date, or whose appointment, election or nomination for election was previously so approved or recommended; or (iii) the consummation of a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any corporation, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) at least 60 percent of the combined voting power of the securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation, or a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no person is or becomes the beneficial owner, directly or indirectly, of securities of the Company representing 30 percent or more of the combined voting power of the Company’s then outstanding securities; or (iv) the Company’s stockholders approve a plan of complete liquidation or dissolution of the Company or there is consummated for the sale or disposition by the Company of all or substantially all of the Company’s assets, other than a sale or disposition by the Company of all or substantially all of the Company’s assets to an entity, at least 60 percent of the combined voting power of the voting securities of which are owned by the stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale. In addition, if a Change in Control constitutes a payment event with respect to any payment under the Plan which provides for the deferral of compensation and is subject to Section 409A of the Code, the transaction or event described in clauses (i), (ii), (iii) and (iv) with respect to such payment must also constitute a “change in control event,” as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Section 409A of the Code.

2.7 “Code” means the Internal Revenue Code of 1986, as amended.

2.8 “Common Stock” means the no par value common stock of the Company.

2.9 “Common Stock Option” means the investment option available under Section 5.3(b)(i) with respect to a Participant’s election to defer cash compensation that is deemed to invest in Common Stock as set forth therein.

2.10 “Company” means QEP Resources, Inc., a corporation organized and existing under the laws of the State of Delaware, or its successor or successors.

2.11 “Company Equity Plan” means the QEP Resources Inc. 2010 Long-Term Stock Incentive Plan, as it may be amended or restated from time to time, or, to the extent applicable, any future or successor equity compensation plan of the Company.

2.12 “Disability” means a condition that renders a Participant 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 12 months, as described in Treas. Reg. Section 1.409A-3(i)(4)(i)(A). A Participant shall not be considered to be disabled unless the Participant furnishes proof of the existence of such disability in such form and manner as may be required

by regulations promulgated under, or applicable to, Code Section 409A.

2.13 “Director” means a member of the Board or the Board of Directors of any participating Affiliate who is not an employee (as defined in accordance with Section 3401(c) of the Code and the regulations and revenue rulings thereunder) of the Company or any of its Affiliates.

2.14 “Fair Market Value” means the closing benchmark price of the Company’s Common Stock as reported on the composite tape of the New York Stock Exchange for any given valuation date, or if the Common Stock shall not have been traded on such date, the closing price on the next preceding day on which a sale occurred.

2.15 “Participant” means any Director who has commenced participation in the Plan in accordance with Article 3.

2.16 “Phantom Stock” means an economic unit equal in value to one share of Common Stock, which is issued to a Director as compensation for services performed as a Director pursuant to this Plan and the QEP Resources, Inc. 2010 Long-Term Stock Incentive Plan, as amended or restated from time to time, based upon his or her election to receive such Phantom Stock in lieu of Restricted Stock pursuant to this Plan.

2.17 “Phantom Stock Agreement” means an agreement that may be entered into between the Company and a Director containing terms and conditions applicable to Phantom Stock allocated to the Director under the Plan. A Phantom Stock Agreement will be entered into with Directors under the Plan only if and to the extent determined by the Board.

2.18 “Plan” means this QEP Resources, Inc. Deferred Compensation Plan for Directors, as amended or restated from time to time.

2.19 “Plan Year” means the calendar year.

2.20 “Restricted Stock” means the restricted shares of Common Stock of the Company issued to a Director as compensation for services performed as a Director.

2.21 “Separation from Service” means a “separation from service” within the meaning of Section 409A(a)(2)(A)(i) of the Code and Treasury Regulation Section 1.409A-1(h).

2.22 “Unforeseeable Emergency” shall mean a severe financial hardship of the Participant resulting from: (i) an illness or accident of the Participant, the Participant’s spouse, the Participant’s Beneficiary, or the Participant’s dependent (as defined in Code Section 152, without regard to Code Section 152(b)(1), (b)(2) and (d)(1)(B)); (ii) a loss of the Participant’s property due to casualty; or (iii) such other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, as described in Treas. Reg. Section 1.409A-3(i)(3)(i), in each case as determined in the sole discretion of the Board.

ARTICLE 3 ELIGIBILITY; PARTICIPATION

3.1 Eligibility. Any Director who is entitled to receive compensation for service as a Director shall be eligible to participate in the Plan as of the first date the individual becomes a Director.

3.2 Enrollment and Commencement of Deferrals. Each eligible Director who wishes to participate

in the Plan for a Plan Year must make an irrevocable election as to the deferral of Cash Compensation and/or the receipt of Phantom Stock in lieu of Restricted Stock for the Plan Year by timely completing, executing and returning to the Company's Human Resources department such election forms or other enrollment materials as the Board requires as follows:

(a) in the case of a Director who first becomes eligible to participate in the Plan as of the first day of a Plan Year, on or prior to December 31st of the prior Plan Year; and

(b) in the case of a Director who first becomes eligible to participate in the Plan after the first day of a Plan Year, within thirty (30) days after the date the Director first becomes eligible to participate.

If a Director fails to timely complete such election forms or other enrollment materials, the Director shall not participate in the Plan until the first day of the first Plan Year beginning after the date on which the Director timely completes, executes and returns such election forms or other enrollment materials to the Company's Corporate Secretary.

3.3 Failure of Eligibility. If the Board determines, in its sole and absolute discretion, that any Participant no longer meets the eligibility criteria of the Plan, the Participant shall cease to be an active Participant in the Plan and future contributions to the Plan made by or on behalf of the Participant shall cease as of the date of such determination by the Board. The Board's determination hereunder shall be final and binding on all persons.

ARTICLE 4 ELECTIONS; AMOUNTS; MODIFICATIONS

4.1 First Year of Plan Participation. In connection with a Participant's enrollment in the Plan pursuant to Section 3.2, the Participant shall make an irrevocable election for the Plan Year in which the Participant commences participation (i) to defer (or not to defer) all, but not less than all, of his or her Cash Compensation, and/or (ii) to receive (or not to receive) Phantom Stock in lieu of the grant of Restricted Stock that the Participant would otherwise have received during such Plan Year. The Participant's initial deferral election under this Section 4.1 shall apply solely to compensation to be paid with respect to services performed on or after the date of the Participant's enrollment in the Plan, and shall continue to apply for all succeeding Plan Years unless and until revoked or modified pursuant to Section 4.2, below. If the Participant fails to timely complete, execute and return such election forms or other enrollment materials as required by the Board in accordance with Section 3.2, then the Participant shall not be permitted to make to defer any Cash Compensation or receive any Phantom Stock under the Plan for such Plan Year.

In connection with a Participant's enrollment in the Plan pursuant to Section 3.2, the Participant shall also make an irrevocable election for the Plan Year as to the form of distribution (from the options available under Section 6.1 (b) below) of any deferrals (in the form of Cash Compensation and/or Phantom Stock) credited to his or her Account for such Plan Year (including earnings thereon). If the Participant fails to make such election, or if such election does not meet the requirements of Code Section 409A and related Treasury guidance or regulations, the Participant shall be deemed to have elected to receive a lump sum distribution. The Participant's election (or deemed election) shall continue to apply for succeeding Plan Years unless and until the election is modified pursuant to Section 4.2, below. Any such modification shall apply prospectively only and shall not apply to deferrals (in the form of Cash Compensation and/or Phantom Stock) previously credited under the Plan (or any earnings thereon), except to the extent permitted under Section 4.3 below.

4.2 Subsequent Plan Years. For each succeeding Plan Year, the Participant may, prior to December 31st of the immediately preceding Plan Year (or such earlier deadline as is established by the Board in its sole discretion):

(i) make an irrevocable election to modify or revoke the Participant's existing election to (i) defer (or not to defer) all, but not less than all, of his or her Cash Compensation for succeeding Plan Years, and/or (ii) receive (or not to receive) Phantom Stock in lieu of the grant of Restricted Stock that the Participant would otherwise be entitled to receive for succeeding Plan Years. Any such new election shall remain in effect for all succeeding Plan Years unless and until timely revoked or modified by the Participant in accordance with this Section. Any such modification shall apply prospectively only and shall not apply to Cash Compensation previously credited under the Plan (or any earnings thereon) or Phantom Stock previously received in lieu of Restricted Stock.

(ii) make an irrevocable election to modify his or her existing election as to the form of distribution of any deferrals (in the form of Cash Compensation and/or Phantom Stock) credited to his or her Account for succeeding Plan Years (including earnings thereon). Such election shall be made in accordance with Section 6.1 (b) below, and shall remain in effect for all succeeding Plan Years unless and until timely modified by the Participant in accordance with this Section. Any such modification shall apply prospectively only and shall not apply to Cash Compensation previously credited under the Plan (or any earnings thereon) or Phantom Stock previously received in lieu of Restricted Stock, except to the extent permitted under Section 4.3 below.

4.3 Modification of Distribution Elections for Previously Credited Amounts. To the extent permitted by the Board, a Participant may elect to modify his or her existing election(s) as to the time and form of payment with respect to amounts previously credited under the Plan (and any earnings thereon) or Phantom Stock previously received in lieu of Restricted Stock (a "Modification Election"), provided that (i) such Modification Election does not take effect until at least 12 months after the date on which it is made, (ii) in the case of an election related to a payment not described in Treasury Regulation Sections 1.409A-3(a)(2) (payment on account of disability), 1.409A-3(a)(3) (payment on account of death) or 1.409A-3(a)(6) (payment on account of an unforeseeable emergency), such Modification Election must provide for the deferral of such amount for a period of not less than 5 years from the date such payment would otherwise have been paid (or in the case of a life annuity or installment payments treated as a single payment, 5 years from the date the first amount was scheduled to be paid), (iii) any Modification Election related to a payment described in Treasury Regulation Section 1.409A-3(a)(4) (payment at a specified time or pursuant to a fixed schedule) must be made not less than 12 months before the date the payment is scheduled to be paid (or in the case of a life annuity or installment payments treated as a single payment, 12 months before the date the first amount was scheduled to be paid), and (iv) all other requirements under Code Section 409A and the Treasury Regulations thereunder (including Treasury Regulation Section 1.409A-2(b)) are met with respect to such Modification Election. Modification Elections shall be irrevocable as of the date they are made.

ARTICLE 5

ACCOUNTS; DEEMED INVESTMENTS

5.1 Accounts. The Company shall establish an Account for each Participant with at least two sub-accounts - an Equity Compensation Sub-Account and a Cash Compensation Sub-Account - along with such additional sub-accounts as it deems necessary or desirable for the proper administration of the Plan. The Equity Compensation Sub-Account shall reflect the value of Phantom Stock issued to the Participant in lieu of Restricted Stock for each Plan Year, together with any adjustments for income, gain or loss and any payments from such sub-account as provided herein. Phantom Stock shall be credited to the Participant's

Equity Compensation Sub-Account and relevant sub-accounts (if any) as of the date the Restricted Stock would otherwise have been granted to the Participant if the Participant had not elected to defer such amounts under this Plan, subject to Section 5.3(a). The Cash Compensation Sub-Account shall reflect all deferrals of Cash Compensation made by the Participant for each Plan Year, together with any adjustments for income, gain or loss and any payments from such sub-account as provided herein. Cash Compensation deferred by a Participant under this Plan shall be credited to the Participant's Cash Compensation Account and relevant sub-accounts (if any) as soon as administratively practicable after the amounts would have otherwise been paid to the Participant.

5.2 Status of Accounts. Accounts and sub-accounts established hereunder shall be record-keeping devices utilized for the sole purpose of determining benefits payable under this Plan, and will not constitute a separate fund of assets but shall continue for all purposes to be part of the general, unrestricted assets of the Company and its Affiliates, subject to the claims of their general creditors.

5.3 Deemed Investment of Amounts Deferred.

(a) Equity Compensation Sub-Account. The Participant's Equity Compensation Sub-Account shall hold shares of the Participant's Phantom Stock and shall be credited with earnings and dividends as set forth in this Section 5.3(a).

(i) Earnings and Dividends. All shares of Phantom Stock deemed held in the Participant's Equity Compensation Sub-Account shall be credited on a quarterly basis with an amount equal to the dividends that would have become payable during the deferral period if actual purchases of Common Stock had been made, with such dividends accounted for as if invested in additional shares of Phantom Stock as of the payable date for such dividends. Any credited shares treated as if they were purchased with dividends shall be deemed to have been purchased at Fair Market Value on the dividend payment date.

(ii) Vesting. Unless otherwise provided under the terms of a Phantom Stock Agreement and subject to subsection (i) above, in the event a Participant elects to defer under this Plan any award of Restricted Stock that, in accordance with the director compensation program or policy then in effect, would have been subject to vesting or other forfeiture restrictions, then the corresponding Phantom Stock under this Plan and any earnings and dividends attributable thereto shall be subject to the same vesting and forfeiture restrictions as would have otherwise applied to such Restricted Stock and/or the earnings and dividends thereon, as applicable. In the event the Participant forfeits shares of Phantom Stock in accordance with the foregoing or the terms of a Phantom Stock Agreement, the Participant's Equity Compensation Sub-Account shall be debited for the number of shares of Phantom Stock forfeited along with any earnings and dividends related to such shares.

(b) Cash Compensation Sub-Account. In connection with a Participant's election to defer compensation for a Plan Year pursuant to Article 4, a Participant may elect to have earnings, gains, or losses with respect to deferrals into his or her Cash Compensation Sub-Account for such Plan Year calculated based on either the Common Stock Option or the Investment Option. The Participant's actual or deemed investment election shall continue in effect for future Plan Years unless and until modified by the Participant. Any such modification (i) shall apply prospectively only to amounts deferred in future Plan Years, and (ii) shall be made at the same time as modifications to deferral elections are made under Section 4.2 above.

(i) Common Stock Option. Any portion of the Cash Compensation Sub-Account deemed invested under this option (the "Common Stock Option") shall be accounted for as if invested in shares of Common Stock purchased at Fair Market Value on the date on which a deferral of Cash Compensation is credited to the Participant's Account. All shares of Common Stock deemed held in the Participant's Cash

Compensation Sub-Account shall be credited on a quarterly basis with an amount equal to the dividends that would have become payable during the deferral period if actual purchases of Common Stock had been made, with such dividends accounted for as if invested in Common Stock as of the payable date for such dividends. Any credited shares treated as if they were purchased with dividends shall be deemed to have been purchased at Fair Market Value on the dividend payment date.

(ii) Investment Option. Any portion of the Cash Compensation Sub-Account deemed invested under this option (the "Investment Option") shall be deemed invested in one or more of the investment options made available from time to time for Participants under the Plan. Each such deemed investment shall be credited or debited with earnings or losses as if the amount invested had been invested in the applicable investment fund made available by the Board.

ARTICLE 6 DISTRIBUTIONS

6.1 Permissible Times and Forms of Payments. Subject to Article 7, below, A Participant may elect to receive his or her Account pursuant to an election form filed in accordance with Article 4 at the following times and in the following forms:

(a) Time of Distribution. A Participant may elect to receive a distribution as of the date of, or at a designated anniversary date following, the first to occur of the Participant's Separation from Service or Disability or at a designated time or times specified by the Participant in his or her election forms, which shall not be earlier than 24 months from the date of deferral of the amount to be distributed.

(b) Form of Distribution. A Participant may elect to receive a distribution of his or her Account in any of the following forms:

(i) a single lump sum;

(ii) up to ten (10) annual installments; or

(iii) in the case of an in-service distribution a single lump sum of the entire Account Balance made in one or more Plan Years, as designated by the Participant.

(c) Subsequent Deferrals. Notwithstanding an actual or deemed election as to the timing of the distribution of a Participant's Account, at such times and in such manner as the Board may determine, a Participant may make an irrevocable election to delay the payment, or the commencement of payment, of his or her Account, but only if such election (i) is made not less than 12 months before the date the payment or commencement of installment payments is scheduled to be paid or to begin; (ii) shall not take effect until at least 12 months after the date the election is made; and (iii) relating to a payment not being made on account of death, Disability or an Unforeseeable Emergency, delays the payment or commencement of payments for a period of at least five years from the date the payment or series of payments was scheduled to be paid or begin.

6.2 Change in Control. Notwithstanding any election made by the Participant, in the event of a Change in Control, all amounts then credited to the Participant's Account shall be distributed to the Participant in a single lump sum within 60 days following the Change in Control.

6.3 Calculation of Distributions.

(a) Lump Sum. All cash lump sum distributions shall be based on the value of the Participant's Account (or the portion thereof to be paid in a lump sum) as of the closest administratively

feasible valuation date preceding the date distribution is made, in accordance with rules established by the Board.

(b) Installment Distributions. Under an installment payout, the amount to be distributed in each installment payment shall be determined by dividing the value of the Participant's Accounts being paid in installments as of the closest administratively feasible valuation date preceding the date of each distribution by the number of installment payments remaining to be made, in accordance with rules established by the Board. In the event of the death of the Participant prior to the full payment of his Accounts being paid in installments, payments will continue to be made to his Beneficiary in the same manner as would have been payable to the Participant.

6.4 Method of Payment. All payments under the Plan shall be made in cash, provided, however, that, solely with respect to amounts in a Participant's Cash Compensation Sub-Account that are deemed invested in shares of Common Stock and amounts in a Participant's Equity Compensation Sub Account, if prior to distribution and in accordance with administrative procedures and notice requirements that may be established by the Company from time to time, a Participant timely requests that a payment be made in the form of Common Stock (a "Stock Distribution Request"), then, unless otherwise determined by the Board in its sole discretion, such amounts shall be paid in the form of an equal number of actual shares of Common Stock, which shares of Common Stock shall be delivered to the Participant under the Company Equity Plan as of the date the distribution is made. For the avoidance of doubt, the Company shall have the right to pay all amounts under the Plan in cash notwithstanding any Equity Distribution Request, as determined by the Board in its discretion.

ARTICLE 7 WITHDRAWALS FOR UNFORESEEABLE EMERGENCIES

7.1 Petition. If the Participant experiences an Unforeseeable Emergency, the Participant may petition the Board in writing to receive a partial or full payout from the Plan, subject to the provisions set forth below. A Participant's written petition for such a payment shall describe the circumstances which the Participant believes justify the payment and an estimate of the amount necessary to eliminate the Unforeseeable Emergency.

7.2 Amount of Withdrawal; Necessity. The payout, if any, from the Plan shall not exceed the lesser of: (i) the Participant's vested Account Balance, calculated as of the close of business on or around the date on which the amount becomes payable, as determined by the Board in its sole discretion; or (ii) the amount necessary to satisfy the Unforeseeable Emergency, plus amounts necessary to pay Federal, state, or local income taxes or penalties reasonably anticipated as a result of the distribution. Notwithstanding the foregoing, a Participant may not receive a payout from the Plan to the extent that the Unforeseeable Emergency is or may be relieved (a) through reimbursement or compensation by insurance or otherwise, (b) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or (c) by cessation of deferrals under this Plan.

7.3 Payment; Cessation of Deferrals. If the Board, in its sole discretion, approves a Participant's petition for payout from the Plan, the Participant shall receive a payout in the form of a lump sum from the Plan within sixty (60) days of the date of such approval, and the Participant's deferrals of Cash Compensation then in effect under the Plan shall be terminated as of the date of such approval.

7.4 409A. Any payment as a result of an Unforeseeable Emergency shall be made in accordance with Code Section 409A(a)(2)(A)(vi) and the regulations thereunder.

ARTICLE 8
ACCOUNT STATEMENTS

Within 60 days after the end of the calendar year, a statement will be sent to each Participant listing the balance in his or her Account as of the last day of the Plan Year.

ARTICLE 9
ADMINISTRATION

The Board shall administer the Plan and shall have full authority to make such rules and regulations deemed necessary or desirable to administer the Plan and to interpret its provisions. However, no member of the Board shall vote or act on any matter relating solely to himself or herself.

9.1 Board to Administer and Interpret Plan. The Board or its designee shall administer the Plan and shall have all discretion and power necessary for that purpose. The Board shall have the discretion, authority, and power to (i) make, amend, interpret, and enforce all appropriate rules and regulations for the administration of the Plan and (ii) decide or resolve any and all questions that may arise in connection with this Plan, including interpretations of the Plan and determinations of eligibility to participate and to receive distributions under the Plan. Any individual serving on the Board, or anyone delegated responsibilities by the Board, shall not vote or act on any matter relating solely to himself. When making a determination or calculation, the Board shall be entitled to rely on information supplied by a Participant, Beneficiary, or the Employer, as the case may be. The Board shall maintain all records of the Plan.

9.2 Agents. In the administration of this Plan, the Board may, from time to time, employ agents (including officers and other employees of the Company) and delegate to them such administrative duties as it sees fit (including acting through a duly appointed representative) and may from time to time consult with counsel who may be counsel to the Company.

9.3 Binding Effect of Decisions. The decision or action of the Board with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.

9.4 Indemnity of Board. The Company shall indemnify and hold harmless the members of the Board and any employee to whom duties of the Board may be delegated against any and all claims, losses, damages, expenses or liabilities arising from any action or failure to act with respect to this Plan, except in the case of willful misconduct by the Board, any of its members, or any such employee.

9.5 Agent for Legal Process. The Board shall be agent of the Plan for service of all legal process.

ARTICLE 10
AMENDMENT AND TERMINATION

The Plan may be amended, modified or terminated by the Board. No amendment, modification, or termination shall adversely affect a Participant's rights with respect to amounts vested in his or her Account.

ARTICLE 11
MISCELLANEOUS

11.1 Election Forms. All elections shall be made on forms prepared by the Corporate Secretary and must be dated, signed, and filed with the Company's Human Resources department in order to be valid.

11.2 Source of Payments. The Company and each participating Affiliate will pay all benefits for its Directors arising under this Plan, and all costs, charges and expenses relating to such benefits, out of its general assets. The right of a Participant to receive any unpaid portion of his or her Account shall be an unsecured claim against the general assets of the Company and its Affiliates and will be subordinated to the general obligations of the Company and its Affiliates.

11.3 No Assignment or Alienation.

(a) General. Except as provided in subsection (b) below, the benefits provided for in this Plan shall not be anticipated, assigned (either at law or in equity), alienated, or be subject to attachment, garnishment, levy, execution or other legal or equitable process. Any attempt by any Participant or any Beneficiary to anticipate, assign or alienate any portion of the benefits provided for in this Plan shall be null and void.

(b) Exception: DRO. The restrictions of subsection (a) shall not apply to a distribution to an "alternate payee" (as defined in Code Section 414(p)) pursuant to a "domestic relations order" ("DRO") within the meaning of Code Section 414(p)(1)(B). The Board shall have the discretion, power, and authority to determine whether an order is a DRO. Upon a determination that an order is a DRO, the Board shall cause the Company or the relevant Affiliate to make a distribution to the alternate payee or payees named in the DRO, as directed by the DRO.

11.4 Beneficiaries. A Participant shall have the right, in accordance with forms and procedures established by the Board, to designate one or more Beneficiaries to receive some or all amounts payable under the Plan after the Participant's death. In the absence of an effective Beneficiary designation, all payments shall be made to the personal representative of the Participant's estate.

11.5 No Creation of Rights. Nothing in this Plan shall confer upon any Participant the right to continue as a Director. The right of a Participant to receive a distribution shall be an unsecured claim against the general assets of the Company. Nothing contained in this Plan or its component Programs nor any action taken hereunder shall create, or be construed to create, a trust of any kind, or a fiduciary relationship between the Company and the Participants, Beneficiaries, or any other persons. All Accounts under the Plan and its component Programs shall be maintained for bookkeeping purposes only and shall not represent a claim against specific assets of any Company.

11.6 Payments to Incompetents. If the Board determines in its discretion that a benefit under this Plan is to be paid to a minor, a person declared incompetent or to a person incapable of handling the disposition of his or her property, the Board may direct payment of such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or incapable person. The Board may require proof of minority, incompetence, incapacity or guardianship, as it may deem appropriate prior to distribution of the benefit. Any such payment shall be a payment for the account of the Participant and the Participant's Beneficiary, as the case may be, and shall be a complete discharge of any liability under the Plan for such payment amount.

11.7 Court Order. The Board is authorized to make any payments directed by court order in any

action in which the Plan or the Board has been named as a party.

11.8 Code Section 409A Savings Clause. The payments and benefits provided under the Plan are intended to be compliant with the requirements of Section 409A of the Code. Notwithstanding any provision of this Plan to the contrary, including, without limitation, Article 10 hereof, in the event that the Company reasonably determines that any payments or benefits hereunder are not either exempt from or compliant with the requirements of Section 409A of the Code, the Company shall have the right adopt such amendments to this Plan or adopt such other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that are necessary or appropriate (i) to preserve the intended tax treatment of the payments and benefits provided hereunder, to preserve the economic benefits with respect to such payments and benefits, and/or (ii) to exempt such payments and benefits from Section 409A of the Code or to comply with the requirements of Section 409A of the Code and thereby avoid the application of penalty taxes thereunder; provided, however, that this Section 11.8 does not, and shall not be construed so as to, create any obligation on the part of the Company to adopt any such amendments, policies or procedures or to take any other such actions or to indemnify any Participant for any failure to do so.

11.9 Attorney Fees; Interest. The Company and its Affiliates agrees to pay as incurred, to the full extent permitted by law, and in accordance with Code Section 409A, all legal fees and expenses which a Participant may reasonably incur as a result of any contest (regardless of the outcome thereof) by the Company, the Participant, or others following a Change in Control regarding the validity or enforceability of, or liability under, any provision of this Plan or any guarantee of performance thereof (including as a result of any contest by the Participant about the amount of any payment pursuant to this Plan), plus in each case interest on any delayed payment at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code. The foregoing right to legal fees and expenses shall not apply to any contest brought by a Participant (or other party seeking payment under the Plan) that is found by a court of competent jurisdiction to be frivolous or vexatious. To the extent that any payments or reimbursements provided to the Participant under this Section are deemed to constitute compensation to the Participant, such amounts shall be paid or reimbursed reasonably promptly, but not later than December 31 of the year following the year in which the expense was incurred. The amount of any payments or expense reimbursements that constitute compensation in one year shall not affect the amount of payments or expense reimbursements constituting compensation that are eligible for payment or reimbursement in any subsequent year, and the Participant's right to such payments or reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.

11.10 Distribution in the Event of Taxation. If, for any reason, all or any portion of a Participant's benefits under this Plan becomes subject to federal income tax under Code Section 409A with respect to the Participant prior to receipt, a Participant may petition the Board for a distribution of that portion of his or her benefit that has become taxable. Upon the grant of such a petition, which grant shall not be unreasonably withheld, the Company or the relevant Affiliate shall distribute to the Participant immediately available funds in an amount equal to the taxable portion of his or her benefit (which amount shall not exceed a Participant's unpaid vested Account balances). If the petition is granted, the tax liability distribution shall be made within 90 days of the date when the Participant's petition is granted. Such a distribution shall affect and reduce the benefits to be paid under this Plan.

11.11 Governing Law. To the extent not preempted by federal law, this Plan shall be governed by the laws of the State of Colorado, without regard to conflicts of law principles.

I hereby certify that this QEP Resources, Inc. Deferred Compensation Plan for Directors was duly amended by the Board of Directors of QEP Resources, Inc. on July 24, 2017.

Executed on this 24th day of July, 2017.

By: /s/ Richard J. Doleshek

Richard J. Doleshek,

Executive Vice President and Chief Financial Officer

CERTIFICATION

I, Charles B. Stanley, certify that:

1. I have reviewed this Form 10-Q of QEP Resources, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

July 26, 2017

/s/ Charles B. Stanley

Charles B. Stanley

Chairman, President and Chief Executive Officer

CERTIFICATION

I, Richard J. Doleshek, certify that:

1. I have reviewed this Form 10-Q of QEP Resources, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

July 26, 2017

/s/ Richard J. Doleshek

Richard J. Doleshek

Executive Vice President and Chief Financial Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this report of QEP Resources, Inc. (the Company) on Form 10-Q for the period ended June 30, 2017, as filed with the Securities and Exchange Commission on the date hereof (the Report), Charles B. Stanley, Chairman, President and Chief Executive Officer of the Company, and Richard J. Doleshek, Executive Vice President and Chief Financial Officer, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

QEP RESOURCES, INC.

July 26, 2017

/s/ Charles B. Stanley

Charles B. Stanley
Chairman, President and Chief Executive Officer

July 26, 2017

/s/ Richard J. Doleshek

Richard J. Doleshek
Executive Vice President and Chief Financial Officer