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**United States of America**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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

**Date of Report: March 14, 2012**

**Commission File Number 1-7107**

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**LOUISIANA-PACIFIC CORPORATION**

(Exact name of registrant as specified in its charter)

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**DELAWARE**  
(State or other jurisdiction of  
incorporation or organization)

**1-7107**  
Commission  
File Number

**93-0609074**  
(IRS Employer  
Identification No.)

**414 Union Street, Suite 2000, Nashville, TN 37219**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code: (615) 986-5600**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

On March 12, 2012, Richard W. Frost informed the Board of Directors of Louisiana-Pacific Corporation (the "Company") that he will retire from the Company effective May 31, 2012, and that he will not stand for re-election to the Company's Board of Directors at the Company's annual meeting of stockholders to be held on May 4, 2012. In connection with Mr. Frost's retirement, the Compensation Committee of the Company's Board of Directors (the "Compensation Committee") approved the continued participation by Mr. Frost in the Company's Annual Cash Incentive Award Plan on a prorated basis for his service through May 31, 2012. Additionally, in connection with Mr. Frost's retirement, the Company anticipates recording a non-cash charge of \$2 to \$3 million in the second quarter of 2012 associated with benefits to which Mr. Frost will be entitled under certain executive retirement plans.

Also on March 13, 2012, the Company's Board of Directors appointed Curtis M. Stevens as Chief Executive Officer of the Company, effective May 4, 2012, and approved his nomination for election to the Company's Board of Directors at the upcoming annual meeting of stockholders. Mr. Stevens, age 59, is currently the Company's Executive Vice President and Chief Operating Officer, a position that he has held since December 5, 2011. Mr. Stevens previously served as the Company's Executive Vice President of Administration and Chief Financial Officer since May 2002.

In connection with his appointment, the Compensation Committee approved Mr. Stevens' compensation package, which includes an annual salary of \$650,000 and continued participation, on a prorated basis for 2012, in the Company's Management Incentive Plan with an increased target opportunity level of 100 percent of his annual salary and with the actual payout ranging from 0 to 100 percent of target based on corporate performance and 0 to 120 percent of target based upon individual performance. The Compensation Committee also awarded to Mr. Stevens, upon the effective date of his appointment as Chief Executive Officer, (the "Award Date"), a time-based restricted stock award with a grant date fair value of \$222,000 and a stock settled stock appreciation award with a grant date fair value of \$445,000 with an exercise price per share equal to the fair market value per share of the Company's common stock on the Award Date. Additionally, the Committee approved an award of performance shares award covering 300,000 shares of the Company's common stock of which the form of award is attached as Exhibit 10.9 (g).

A copy of the Company's press release relating to these personnel changes is furnished as Exhibit 99.1.

#### **Item 5.07 Submission of Matters to a Vote of Security Holders**

As previously disclosed in the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, at the Company's Annual Meeting of Stockholders held on May 5, 2011, the Company's stockholders indicated, by approximately 91.5% of the votes cast on the matter, their preference that the Company conduct an advisory vote on executive officer compensation every year. Subsequently, in light of such vote, the Company decided that it, until the next required vote on the frequency of such stockholder votes on executive compensation, the Company will include in its proxy materials an advisory vote on executive compensation every year.

<u>Exhibit Number</u>	Description
10.9 (g)	Form of Award Agreement for Curtis M. Stevens under the 1997 Incentive Stock Award Plan for Performance Shares.
99.1	Press release issued by Louisiana-Pacific Corporation on March 14, 2012 regarding the retirement of Richard W. Frost and the appointment of Curtis M. Stevens as the Chief Executive Officer.

**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 hereunto duly authorized.

LOUISIANA-PACIFIC CORPORATION

By: /s/ REBECCA A. BARCKLEY

Rebecca A. Barckley  
Controller, Financial Reporting  
(Principal Accounting Officer)

Date: March 14, 2012

**PERFORMANCE SHARES AWARD AGREEMENT  
Under the Louisiana-Pacific Corporation  
1997 Incentive Stock Award Plan**

Corporation: Louisiana-Pacific Corporation  
414 Union Street, Suite 2000  
Nashville, Tennessee 37219

Participant: \_\_\_\_\_

Grant Date: \_\_\_\_\_

Award Granted: The grant of \_\_\_\_\_ Performance Shares subject to all terms and conditions as set forth in this Award Agreement, including Appendix A, and in the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan, as amended.

Vesting: Vesting is based on: (a) the completion of the Service Period; **and** (b) the corporate performance measured by stock price during three specific time periods described in this agreement. Vesting, to the extent the corporate performance measures have been timely met, occurs at the earliest of the completion of the Service Period, Death or Disability, or a Change in Control.

Subject to the terms and conditions of the Louisiana Pacific Corporation 1997 Incentive Stock Award Plan, as amended, (the "Plan") and this Agreement (including Appendix A), effective as of the Grant Date, the Corporation grants to Participant the right to receive the number of Performance Shares specified above.

Corporation and Participant agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined in this Award Agreement have the meanings given them in Section 8 of Appendix A to this Award Agreement.
2. Grant of Performance Shares. Subject to the terms and conditions of the Plan and this Award Agreement, including Appendix A, effective as of the Grant Date, Corporation grants to Participant an Award for the number Performance Shares ("Performance Shares" or "Shares") specified above.
3. Restrictions. Participant acknowledges that the Shares are subject to the corporate performance and time restrictions as well as all other terms and conditions set forth in this Award Agreement and under the Plan.
4. Federal Tax Elections. Participant agrees to notify Corporation promptly if Participant makes an election under Code Section 83(b) with respect to the Performance Shares.

LOUISIANA-PACIFIC CORPORATION

By  
Its

**Corporation:**

**Participant:**

## APPENDIX A

### Award Agreement for Performance Shares

This Award Agreement evidences the grant of an Award of Performance Shares to Participant under the Louisiana-Pacific Corporation 1997 Incentive Stock Award Plan ("Plan").

Capitalized terms are defined in Section 8 of this Appendix A.

#### 1. Performance Shares; Adjustment

In the event of a declaration of a stock dividend or a stock split (whether effected as a dividend or otherwise) by Corporation where the record date for such dividend or stock split is after the Grant Date, the number of shares of Performance Shares automatically will be adjusted proportionately to reflect the effect of such dividend or stock split. The number of shares of Performance Shares will not be adjusted to reflect cash dividends paid with respect to Corporation's common stock during the Service Period.

#### 2. Terms and Conditions of Award

This Award is subject to all the provisions of the Plan and to the following terms and conditions:

2.1 Performance Shares. Subject to the Restrictions and Terms and Conditions set forth in this section, Corporation has granted the Performance Shares to Participant as of the Grant Date.

2.1.1 Restrictions. During the Service Period:

(a) Nontransferable. Participant may not sell, assign, pledge, or otherwise transfer or encumber the Award or the Performance Shares subject to the Award. Neither this Award nor the shares of Performance Shares is transferable other than by will or the laws of descent and distribution. No assignment or transfer of the Award or the Performance Shares in violation of the foregoing restriction, whether voluntary, involuntary or by operation of law or otherwise, except by will or the laws of descent and distribution, will vest in the assignee or transferee any interest or right whatsoever, but immediately upon any attempt to assign or transfer the Award or the Performance Shares, the Award will terminate and be of no force or effect. Whenever the word "Participant" is used in any provision of this Award Agreement under circumstances where the provision should logically be construed to apply to the executor, administrator, or the person or persons to whom this Award or the Performance Shares may be transferred by will or by the laws of descent and distribution, it will be deemed to include such person or persons.

(b) Forfeiture. In the event Participant ceases to be an employee of Corporation prior to the expiration of the Service Period, except under Section 2.3.2, *infra*, Participant will immediately and automatically forfeit all Performance Shares subject to the Award, the Performance Shares will automatically revert to Corporation, and Participant will cease to have any rights with respect to such Performance Shares or the Award.

2.1.2 Vesting: Service Period and Corporate Performance. If Participant remains an employee through the Service Period and at least one of the Corporate Performance Measures have been timely met, then Participant will become entitled to receive the Performance Shares to the extent the Corporate Performance Measures have been met.

(a) Service Period. The Service Period is defined in Section 8.

(b) Corporate Performance Measures. There are three Corporate

Performance Measures where if all three are met, then Participant will be entitled to receive the entire Award at the end of the Service Period. If less than all three Corporate Performance Measures are met, then the Participant will receive one-third of the award at the end of the Service Period for each Corporate Performance Measure that is met.

i. First Corporate Performance Measure: the Company's stock must trade on the New York Stock Exchange at or above \_\_\_ per share for 20 consecutive trading days within the first 18 months after the Grant Date.

ii. Second Corporate Performance Measure: the Company's stock must trade on the New York Stock Exchange at or above \_\_\_\_ per share for 20 consecutive trading days within the first 36 months after the grant date.

iii. Third Corporate Performance Measure: the Company's stock must trade on the New York Stock Exchange at or above \_\_\_\_ per share for 20 consecutive trading days within the first 48 months after the grant date.

## 2.2 Settlement of Award.

2.2.1 General. Upon the Vesting of Shares, this Award will be settled on a settlement date selected by the Committee as soon as practicable after the end of the Service Period by the delivery to Participant of a new stock certificate for the Vested shares of stock subject to the Award issued in Participant's name.

2.2.2 Lapse of Restrictions. Upon settlement of the Award pursuant to Section 2.2.1, the stock subject to the Award will no longer be subject to the Restrictions and/or Terms and Conditions of this Award Agreement.

## 2.3 Employment Requirement; Accelerated Vesting.

2.3.1 General. Except as otherwise expressly provided in Sections 2.3.2 or 2.3.3, if Participant ceases to be an Employee for any reason prior to the end of the Service Period, this Award will be canceled and Participant will forfeit the Performance Shares as provided in Section 2.1.1(b) and this Award will be cancelled and Participant will not receive any other payment with respect to this Award.

2.3.2 Death or Disability. In the event Participant dies or terminates employment by reason of Disability prior to 48 months from the Grant Date, the Performance Shares will become Vested, as of the date of death or termination by reason of Disability, to the extent, if at all, the Corporate Performance Measures have been attained.

2.3.3 Change in Control. Upon the occurrence of a Change in Control Date prior to 48 months from the Grant Date, the Performance Shares will become Vested, as of the Change in Control Date, to the extent, if at all, the Corporate Performance Measures have been attained.

2.4 Other Documents. Participant will be required to furnish Corporation such other documents or representations as Corporation may require to assure compliance with applicable laws and regulations as a condition of Corporation's obligation to settle this Award.

2.5 Transferability. The Performance Shares is subject to the restrictions on transferability set forth in Section 2.1.1(a). This Award is not transferable other than by will or the laws of descent and distribution. No assignment or transfer of the Award in violation of the foregoing restriction, whether voluntary, involuntary or by operation of law or otherwise, except by will or the laws of descent and distribution, will vest in the assignee or transferee any interest or right whatsoever, but immediately upon

any attempt to assign or transfer the Award, the Award will terminate and be of no force or effect. Whenever the word "Participant" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the executor, administrator, or the person or persons to whom this Award may be transferred by will or by the laws of descent and distribution, it will be deemed to include such person or persons.

### **3. Taxes; Tax Election**

#### **3.1 Withholding Taxes.**

3.1.1 **General.** Participant acknowledges that Participant is responsible for payment of all federal, state, and local withholding taxes and Participant's portion of all applicable payroll taxes imposed in connection with (i) the grant of the Award and the Performance Shares, (ii) the Vesting of the Performance Shares, and (iii) an election by Participant under Code Section 83(b) with respect to this Award (collectively, the "Applicable Taxes"). Corporation's obligation to issue Performance Shares in settlement of the Award is expressly conditioned on Participant's making arrangements satisfactory to Corporation, in its sole and absolute discretion, for the payment of all Applicable Taxes.

3.1.2 **Method of Payment.** Participant may pay to Corporation (in cash or by check) an amount equal to the Applicable Taxes. In the event that Participant does not submit payment of the entire amount of Applicable Taxes, Participant expressly authorizes Corporation, in its sole and absolute discretion, (a) to withhold all or a portion of the remaining balance of the Applicable Taxes from other amounts payable in cash (as compensation or otherwise) by Corporation or any Employer to Participant, and/or (b) to withhold a number of Shares (thus reducing the number of shares to be issued to Participant) having a fair market value (as of the date the Award is settled) equal to the remaining balance of the Applicable Taxes.

3.1.3 **Effect of Tax Election.** In the event Participant makes a timely election under Code Section 83(b) with respect to this Award, the Performance Shares will be deemed (for income tax purposes) to be transferred to Participant effective as of the Grant Date (and any obligation for withholding tax liability imposed by subsequent changes in tax laws would be due as of the Grant Date). However, such an election will not affect the Restrictions, Terms and Conditions or affect the Service Period for the Award.

### **4. Conditions Precedent**

Corporation will use its best efforts to obtain approval of the Plan and this Award by any state or federal agency or authority that Corporation determines has jurisdiction. If Corporation determines that any required approval cannot be obtained, this Award will terminate on notice to Participant to that effect. Without limiting the foregoing, Corporation will not be required to issue any certificates for Performance Shares, or any portion thereof, until Corporation has taken all action required to comply with all applicable federal and state securities laws.

### **5. Successorship**

Subject to restrictions on transferability set forth in Sections 2.1.1(a) and 5, this Award Agreement will be binding upon and benefit the parties, their successors and assigns.

### **6. Notices**

Any notices under this Award Agreement must be in writing and will be effective when actually delivered personally or, if mailed, when deposited as registered or certified mail directed to the address of Corporation's records or to such other address as a party may certify by notice to the other party.



## 7. Arbitration

Any dispute or claim that arises out of or that relates to this Award Agreement or to the interpretation, breach, or enforcement of this Award Agreement, shall be resolved by mandatory arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

## 8. Defined Terms

When used in this Award Agreement, the following terms have the meaning specified below:

**Acquiring Person** means any person or related person or related persons which constitute a "group" for purposes of Section 13(d) and Rule 13d-5 under the Securities Exchange Act of 1934 (the "Exchange Act"), as such Section and Rule are in effect as of the Grant Date; provided, however, that the term Acquiring Person shall not include (a) Corporation or any of its Subsidiaries, (b) any employee benefit plan or related trust of Corporation or any of its Subsidiaries, (c) any entity holding voting capital stock of Corporation for or pursuant to the terms of any such employee benefit plan, or (d) any person or group solely because such person or group has voting power with respect to capital stock of Corporation arising from a revocable proxy or consent given in response to a public proxy or consent solicitation made pursuant to the Exchange Act.

**Change in Control** of Corporation means:

(a) The acquisition by any Acquiring Person of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of 20 percent or more of the combined voting power of the then outstanding Voting Securities; provided, however, that for purposes of this paragraph (a) the following acquisitions will not constitute a Change in Control: (i) any acquisition directly from Corporation, (ii) any acquisition by Corporation, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Corporation or any corporation controlled by Corporation, or (iv) any acquisition by any corporation pursuant to a transaction that complies with clauses (i), (ii), and (iii) of paragraph (c) of this definition of Change in Control; or

(b) During any period of 12 consecutive calendar months, individuals who at the beginning of such period constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual who becomes a director during the period whose election, or nomination for election, by Corporation's stockholders was approved by a vote of at least a majority of the directors then constituting the Incumbent Board will be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation of a reorganization, merger, or consolidation or sale or other disposition of all or substantially all of the assets of Corporation (a "Business Combination") in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners of the Voting Securities outstanding immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50 percent of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns Corporation or all or substantially all of Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Voting

Securities, (ii) no Person (excluding any employee benefit plan, or related trust, of Corporation or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20 percent or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of Corporation of any plan or proposal for the liquidation or dissolution of Corporation.

**Change in Control Date** means the first date following the Grant Date on which a Change in Control has occurred.

**Disability** means the condition of being permanently unable to perform Participant's duties for an Employer by reason of a medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of at least 12 months.

**Employee and Employment** both refer to service by Participant as a full-time or part-time employee of an Employer, and include periods of illness or other leaves of absence authorized by an Employer. A transfer of Participant's Employment from one Employer to another will not be treated as a termination of Employment.

**Employer** means Corporation or a Subsidiary of Corporation.

**Performance Shares** means the number of shares issuable to Participant pursuant to this Award as specified on the cover sheet to this Award Agreement.

**Service Period** means the period commencing on the Grant Date for the Award and ending on the first to occur of:

- (a) The expiration of the 48 month period starting on the Grant Date specified on the cover page to this Award Agreement;
- (b) The termination of Participant's employment with an Employer by reason of:

Death; or Disability;

- (c) A Change in Control of Corporation.

**Restrictions** mean the provisions of Section 2 that govern the forfeiture of the Award and the Performance Shares during the Service Period.

**Termination Date** means the date Participant ceases to be an Employee.

**Vest** or **Vesting** means, with respect to this Award, the time when the Participant's Performance Shares are no longer subject to forfeiture under Section 2.1.1(b).

Capitalized terms not otherwise defined in this Award Agreement have the meanings given them in the Plan.



Exhibit 99.1

**NEWS RELEASE**

Release No. 104-03-12

Contact:

Mary Cohn (Media Relations)

615.986.5886

Becky Barckley/Mike Kinney (Investor Relations)

615.986.5600

**LP Names Curt Stevens New CEO Upon Retirement of Rick Frost**

**Frost announces he is retiring from the company May 31;  
Stevens will become CEO effective May 4, 2012**

NASHVILLE, Tenn. (March 14, 2012) - Louisiana-Pacific Corporation (LP) (NYSE: LPX) today announced that its board of directors has appointed Curt Stevens to succeed Rick Frost as LP CEO effective May 4, 2012. Frost, who has served as CEO since 2004, will retire from LP May 31, 2012. During the period from May 4 through May 31, Frost will remain with the company to aid in the transition.

LP Chairman Gary Cook said, "The board of directors is very pleased to announce the appointment of Curt Stevens as our new CEO. Curt is a leader of exceptional integrity and ability. His long experience and deep familiarity with LP along with his expansive knowledge of financial and operational matters make him well suited to lead LP into a promising future."

Cook continued, "Rick Frost has served LP with distinction and we have been very fortunate to have enjoyed his steady and inspirational leadership during turbulent times. This transition has been well planned and will be seamless."

Retiring CEO Rick Frost said, "I have been honored to have had the opportunity to lead LP over the past seven years. During some of the toughest times the building industry has ever seen, our people have improved operations, quality and market share while leading the industry in safety. Appointing Curt as CEO provides LP continuity with an experienced leader who is well prepared to address LP's future challenges and opportunities."

Stevens said he is looking forward to continuing to work with Frost to prepare for his new duties in May. “LP has exceptional people, quality products, and the financial position to take full advantage of an upturn in the housing market. Great things await us.”

Stevens, 59, joined LP in 1997 and has held senior management positions throughout his career at the company. He was appointed to the interim position of executive vice president, chief operating officer in December 2011. Previously, he served as executive vice president, administration and chief financial officer from May 2002 to December 2011. From September 1997 to April 2002, Stevens served as vice president, treasurer and chief financial officer. Before joining LP, Stevens spent 13 years in executive positions at Planar Systems, Inc., a leading manufacturer and supplier of flat panel displays. He is also a member of the board of directors of Quanex Building Products (NYSE:NX). Stevens is a certified public accountant and holds a B.S. in economics and an MBA with a concentration in finance from the University of California at Los Angeles.

### **About LP**

Louisiana-Pacific Corporation is a leading manufacturer of quality engineered wood building materials including OSB, structural framing products, and exterior siding for use in residential, industrial and light commercial construction. From manufacturing facilities in the U.S., Canada, Chile and Brazil, LP products are sold to builders and homeowners through building materials distributors and dealers and retail home centers. Founded in 1973, LP is headquartered in Nashville, Tennessee and traded on the New York Stock Exchange under LPX. For more information, visit [www.lpcorp.com](http://www.lpcorp.com).