
Section 1: S-8 (S-8)

As filed with the Securities and Exchange Commission on April 26, 2018

Registration No. 333-_____

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

FORM S-8 REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

EOG RESOURCES, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation or organization)

47-0684736

(I.R.S. Employer
Identification No.)

**1111 Bagby, Sky Lobby 2
Houston, Texas**

(Address of Principal Executive Offices)

77002

(Zip Code)

EOG RESOURCES, INC. EMPLOYEE STOCK PURCHASE PLAN (As Amended and Restated Effective January 1, 2018)

(Full title of the plan)

Michael P. Donaldson
Executive Vice President, General Counsel and Corporate Secretary
EOG Resources, Inc.
1111 Bagby, Sky Lobby 2
Houston, Texas 77002

(Name and address of agent for service)

713-651-7000

(Telephone number, including area code, of agent for service)

With Copy to:

John Goodgame
Akin Gump Strauss Hauer & Feld LLP
1111 Louisiana Street, 44th Floor
Houston, Texas 77002
(713) 220-5800

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 Accelerated filer
Non-accelerated filer Smaller reporting company Emerging growth company

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 standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

Calculation of Registration Fee

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee
Common Stock, par value \$0.01 per share	2,500,000 shares	\$113.60	\$284,000,000.00	\$35,358.00

- (1) In accordance with Rule 416 under the Securities Act of 1933, as amended, this registration statement on Form S-8 shall be deemed to cover any additional shares of Common Stock that become issuable under the EOG Resources, Inc. Employee Stock Purchase Plan (As Amended and Restated Effective January 1, 2018) by reason of any stock split, stock dividend or other similar transaction.
- (2) Pursuant to Rule 457(c) and (h), the proposed maximum offering price is estimated, solely for the purpose of determining the registration fee, on the basis of the average of the high and low prices of the Common Stock on the New York Stock Exchange on April 19, 2018.

This Registration Statement is being filed, in accordance with General Instruction E to Form S-8, to register additional shares of Common Stock for issuance under the EOG Resources, Inc. Employee Stock Purchase Plan (As Amended and Restated Effective January 1, 2018). The contents of the Registrant's Form S-8 Registration Statements (Nos. 333-62256 and 333-166518) relating to the same employee benefit plan (i.e., the EOG Resources, Inc. Employee Stock Purchase Plan (as amended) prior to the amendment and restatement thereof) are incorporated by reference in this Registration Statement, except to the extent modified hereby.

The following information and exhibits are filed as part of this Registration Statement, in accordance with General Instruction E to Form S-8:

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents are hereby incorporated by reference in this Registration Statement; *provided, however*, that no information furnished under either Item 2.02 or Item 7.01 (or any exhibits related thereto under Item 9.01) of any Current Report on Form 8-K is incorporated by reference in this Registration Statement:

1. The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the Commission on February 27, 2018; and
2. The description of the Registrant's Common Stock, par value \$.01 per share, contained in the Registration Statement on Form 8-A of the Registrant filed with the Commission on August 29, 1989.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (as amended) subsequent to the date of the filing hereof and prior to the filing of a post-effective amendment which indicates that all securities offered hereunder have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents; *provided, however*, that no information furnished under either Item 2.02 or Item 7.01 (or any exhibits related thereto under Item 9.01) of any Current Report on Form 8-K shall be deemed to be incorporated by reference in this Registration Statement or to be a part hereof.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 8. Exhibits.

- 4.1(a) [Restated Certificate of Incorporation, dated September 3, 1987 \(incorporated by reference to Exhibit 3.1\(a\) to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2008\) \(SEC File No. 001-09743\).](#)
- 4.1(b) [Certificate of Amendment of Restated Certificate of Incorporation, dated May 5, 1993 \(incorporated by reference to Exhibit 4.1\(b\) to the Registrant's Registration Statement on Form S-8, SEC File No. 33-52201, filed February 8, 1994\).](#)
- 4.1(c) [Certificate of Amendment of Restated Certificate of Incorporation, dated June 14, 1994 \(incorporated by reference to Exhibit 4.1\(c\) to the Registrant's Registration Statement on Form S-8, SEC File No. 33-58103, filed March 15, 1995\).](#)
- 4.1(d) [Certificate of Amendment of Restated Certificate of Incorporation, dated June 11, 1996 \(incorporated by reference to Exhibit 3\(d\) to the Registrant's Registration Statement on Form S-3, SEC File No. 333-09919, filed August 9, 1996\).](#)
- 4.1(e) [Certificate of Amendment of Restated Certificate of Incorporation, dated May 7, 1997 \(incorporated by reference to Exhibit 3\(e\) to the Registrant's Registration Statement on Form S-3, SEC File No. 333-44785, filed January 23, 1998\).](#)
- 4.1(f) [Certificate of Ownership and Merger Merging EOG Resources, Inc. into Enron Oil & Gas Company, dated August 26, 1999 \(incorporated by reference to Exhibit 3.1\(f\) to the Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1999\) \(SEC File No. 001-09743\).](#)

- 4.1(g) [Certificate of Designations of Series E Junior Participating Preferred Stock, dated February 14, 2000 \(incorporated by reference to Exhibit 2 to EOG's Registration Statement on Form 8-A, SEC File No. 001-09743, filed February 18, 2000\).](#)
- 4.1(h) [Certificate of Elimination of the Fixed Rate Cumulative Perpetual Senior Preferred Stock, Series A, dated September 13, 2000 \(incorporated by reference to Exhibit 3.1\(j\) to EOG's Registration Statement on Form S-3, SEC File No. 333-46858, filed September 28, 2000\).](#)
- 4.1(i) [Certificate of Elimination of the Flexible Money Market Cumulative Preferred Stock, Series C, dated September 13, 2000 \(incorporated by reference to Exhibit 3.1\(k\) to EOG's Registration Statement on Form S-3, SEC File No. 333-46858, filed September 28, 2000\).](#)
- 4.1(j) [Certificate of Elimination of the Flexible Money Market Cumulative Preferred Stock, Series D, dated February 24, 2005 \(incorporated by reference to Exhibit 3.1\(k\) to EOG's Annual Report on Form 10-K for the year ended December 31, 2004\) \(SEC File No. 001-09743\).](#)
- 4.1(k) [Amended Certificate of Designations of Series E Junior Participating Preferred Stock, dated March 7, 2005 \(incorporated by reference to Exhibit 3.1\(m\) to EOG's Annual Report on Form 10-K for the year ended December 31, 2007\) \(SEC File No. 001-09743\).](#)
- 4.1(l) [Certificate of Amendment of Restated Certificate of Incorporation, dated May 3, 2005 \(incorporated by reference to Exhibit 3.1\(1\) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2005\) \(SEC File No. 001-09743\).](#)
- 4.1(m) [Certificate of Elimination of Fixed Rate Cumulative Perpetual Senior Preferred Stock, Series B, dated March 6, 2008 \(incorporated by reference to Exhibit 3.1 to EOG's Current Report on Form 8-K, filed March 6, 2008\) \(SEC File No. 001-09743\).](#)
- 4.1(n) [Certificate of Amendment of Restated Certificate of Incorporation, dated April 28, 2017 \(incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed May 2, 2017\) \(SEC File No. 001-09743\).](#)
- 4.2 [Bylaws, dated August 23, 1989, as amended and restated effective as of September 22, 2015 \(incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed September 28, 2015\) \(SEC File No. 001-09743\).](#)
- 4.3 [Specimen of Certificate evidencing EOG's Common Stock \(incorporated by reference to Exhibit 3.3 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 1999\) \(SEC File No. 001-09743\).](#)
- 4.4(a)* [EOG Resources, Inc. Employee Stock Purchase Plan \(As Amended and Restated Effective January 1, 2018\).](#)
- 4.4(b) [EOG Resources, Inc. Employee Stock Purchase Plan \(incorporated by reference to Exhibit 4.4 to the Registrant's Registration Statement on Form S-8, SEC File No. 333-62256, filed June 4, 2001\).](#)
- 4.4(c) [Amendment to EOG Resources, Inc. Employee Stock Purchase Plan, dated effective as of January 1, 2010 \(incorporated by reference to Exhibit 4.3\(b\) to the Registrant's Registration Statement on Form S-8, SEC File No. 333-166518, filed May 4, 2010\).](#)
- 5.1* [Opinion of Akin, Gump, Strauss, Hauer, & Feld LLP.](#)
- 23.1* [Consent of Deloitte & Touche LLP.](#)
- 23.2* [Consent of Akin, Gump, Strauss, Hauer, & Feld LLP \(included in Exhibit 5.1 to this Registration Statement\).](#)
- 23.3* [Consent of DeGolyer and MacNaughton.](#)
- 24.1* [Certain Powers of Attorney.](#)

*Exhibits filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on April 26, 2018.

EOG RESOURCES, INC.

(Registrant)

/s/ TIMOTHY K. DRIGGERS

Timothy K. Driggers

Executive Vice President and Chief Financial Officer

(Principal Financial Officer and Duly Authorized Officer)

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ WILLIAM R. THOMAS</u> (William R. Thomas)	Chairman of the Board, Chief Executive Officer (Principal Executive Officer) and Director	April 26, 2018
<u>/s/ TIMOTHY K. DRIGGERS</u> (Timothy K. Driggers)	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	April 26, 2018
<u>/s/ ANN D. JANSSEN</u> (Ann D. Janssen)	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	April 26, 2018
* <u>(Janet F. Clark)</u>	Director	April 26, 2018
* <u>(Charles R. Crisp)</u>	Director	April 26, 2018
* <u>(Robert P. Daniels)</u>	Director	April 26, 2018
* <u>(James C. Day)</u>	Director	April 26, 2018
* <u>(C. Christopher Gaut)</u>	Director	April 26, 2018
* <u>(Donald F. Textor)</u>	Director	April 26, 2018
* <u>(Frank G. Wisner)</u>	Director	April 26, 2018
*By: <u>/s/ MICHAEL P. DONALDSON</u> (Michael P. Donaldson) (Attorney-in-fact for persons indicated)	Attorney-in-Fact	April 26, 2018

Section 2: EX-4.4 (EXHIBIT 4.4)

EXHIBIT 4.4(a)

EOG RESOURCES, INC. EMPLOYEE STOCK PURCHASE PLAN (As Amended and Restated Effective January 1, 2018)

ARTICLE 1

PURPOSE, COMMITMENT AND INTENT

1.1 **Purpose.** The purpose of this Plan is to provide Employees of the Company and its Affiliates which adopt the Plan with an opportunity to purchase Stock of the Company through offerings of options at a discount and thus develop a stronger incentive to work for the continued success of the Company and its Affiliates. Therefore, this Plan is available to all Employees of every Employer upon their fulfilling the eligibility requirements of Section 3.1. Any Affiliate may adopt it with the approval of the Committee by fulfilling the requirements of Section 8.1. This Plan is sponsored by the Company.

1.2 **Term.** Unless terminated by the Company earlier, the Plan will terminate on December 31, 2027.

1.3 **Share Commitment.** The aggregate number of Shares authorized to be sold pursuant to Options granted under this Plan is 6,500,000 Shares, subject to adjustment as provided in this Section. Any Shares relating to Options that are granted, but subsequently lapse, are canceled, or are otherwise not exercised by the Exercise Date, shall be available for future grants of Options.

In the event of any stock dividend, split-up, recapitalization, merger, consolidation, combination or exchange of Shares, or the like, as a result of which shares shall be issued in respect of the outstanding Shares, or the Shares shall be changed into the same or a different number of the same or another class of stock, the total number of Shares authorized to be committed to this Plan, the number of Shares subject to each outstanding Option and the Option Price applicable to each Option shall be appropriately adjusted by the Committee.

1.4 **Intent.** It is the intention of the Company to have the Plan qualify as an “employee stock purchase plan” under section 423 of the Code. Therefore, the provisions of the Plan are to be construed in a manner consistent with the requirements of section 423 of the Code.

1.5 **Shareholder Approval.** To be effective for an Employer, this Plan must be approved by the shareholders of that Employer within 12 months before or after the Plan is approved by the board of directors of that Employer. The approval of shareholders must comply with all applicable provisions of the corporate charter, bylaws and applicable laws of the jurisdiction prescribing the method and degree of shareholder approval required for the issuance of corporate stock or options.

ARTICLE 2

DEFINITIONS

The words and phrases defined in this Article shall have the meaning set out in these definitions throughout this Plan, unless the context in which any word or phrase appears reasonably requires a broader, narrower, or different meaning.

2.1 **“Affiliate”** means any parent corporation and any subsidiary corporation. The term “parent corporation” means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if, at the time of the action or transaction, each of the corporations other than the Company

owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in the chain. The term “subsidiary corporation” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of the granting of the Option, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in the chain.

2.2 “**Beneficiary**” means the person who is entitled to receive amounts under the Plan upon the death of a Participant.

2.3 “**Board of Directors**” means the board of directors of the Company.

2.4 “**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

2.5 “**Committee**” means the Compensation Committee of the Board of Directors of the Company.

2.6 “**Company**” means EOG Resources, Inc.

2.7 “**Compensation**” means the Employee’s regular rate of wages from the Employer.

2.8 “**Employee**” means any person who is a common law employee of the Employer excluding only those whose customary employment with the Employer is 20 hours or less per week.

2.9 “**Employer**” means the Company and each Affiliate which has adopted the Plan as provided in Section 8.1 of the Plan.

2.10 “**Exercise Date**” means the last business day of the Offering Period, which is the day that all Options that Participants have elected to exercise are to be exercised.

2.11 “**Fair Market Value**” or “**FMV**” of the Stock as of any date means the closing price of the Stock on that date (or if there was no sale on a given date, the next preceding date on which there was a sale) on the principal securities exchange on which the Stock is listed.

2.12 “**Grant Date**” means the first business day of the Offering Period, which is the day the Committee grants all eligible Employees an Option under this Plan.

2.13 “**Offering Period**” means the six-month periods commencing on July 1 and January 1 of each year.

2.14 “**Option**” means an option granted under this Plan to purchase shares of Stock at the Option Price on the Exercise Date.

2.15 “**Option Price**” means the price to be paid for each Share upon exercise of an Option, which shall be the lesser of (a) 85% of the FMV of a Share on the Grant Date or (b) 85% of the FMV of a Share on the Exercise Date.

2.16 “**Participant**” means a person who is eligible to be granted an Option under this Plan and who elects to have payroll deductions withheld under the Plan for the purpose of exercising that Option on the Exercise Date.

2.17 “**Plan**” means the EOG Resources, Inc. Employee Stock Purchase Plan, as set out in this document and as it may be amended from time to time.

2.18 “**Shares**” means shares of Stock.

2.19 “**Stock**” means the Company’s common stock.

ARTICLE 3

ELIGIBILITY

3.1 **General Requirements.** Each Employee is eligible to participate in the Plan for a given Offering Period if he is an Employee on the Grant Date, subject to the limitations imposed in Section 3.2.

3.2 **Limitations Upon Participation.** Any provision of this Plan to the contrary notwithstanding, no Employee shall be granted an Option:

(a) if, immediately after the grant, the Employee would own, including all outstanding options which are still exercisable to purchase Stock, five percent or more of the total combined voting power or value of all classes of Stock of the Company or of any parent or subsidiary of the Company within the meaning of sections 423 and 424 of the Code;

(b) which permits the Employee to purchase Stock under all employee stock purchase plans, as defined in section 423 of the Code, of the Company and all Affiliates at a rate which exceeds \$25,000 in Fair Market Value of the Stock (determined at the time the Option is granted) for each calendar year in which the option granted to the Employee is outstanding at any time as provided in sections 423 and 424 of the Code; or

(c) which permits the Employee rights to purchase Stock in excess of the number of Shares set by the Committee if it deems such a restriction to be appropriate.

3.3 **Foreign Employees.** In order to facilitate participation in the Plan, the Committee may provide for such special terms applicable to Employees who are citizens or residents of a foreign jurisdiction, or who are employed by an Employer outside of the United States, as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Such special terms may not be more favorable than the terms of rights granted under the Plan to Employees who are residents of the United States. Moreover, the Committee may approve such supplements to, or amendments, restatements or alternative versions of, this Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of this Plan as in effect for any other purpose. No such special terms, supplements, amendments or restatements will include any provisions that are inconsistent with the terms of this Plan as then in effect unless this Plan could have been amended to eliminate such inconsistency without further approval by the stockholders of the Company.

ARTICLE 4

PARTICIPATION

4.1 **Grant and Exercise of Option.** Effective as of the Grant Date the Committee shall grant an Option to each Participant that shall be exercisable on the Exercise Date only through funds accumulated by the Employee through payroll deductions made during the Offering Period together with any funds remaining in the Participant’s payroll deduction account at the beginning of the Offering Period. Except as may be determined otherwise by the Committee and announced to Employees prior to an Offering Period, the number of Shares included in an Option deemed to have been granted to an Employee on the Grant Date shall be determined by dividing \$12,500 by the FMV of a share of Stock on such date.

4.2 **Payroll Deduction.** For an Employee to become eligible to receive an Option granted for a given Offering Period, the Employee must complete a payroll deduction form and file it with the Employer no earlier than 30 nor later than 15 days prior to the beginning of the Offering Period. The payroll deduction form shall permit a Participant to elect to have withheld from his Compensation an amount no less than one percent, nor more than ten percent, of his Compensation (only in whole percentages) taken pro rata from the Compensation paid to him by the Employer. Each payroll deduction shall begin on the first pay period ending after the beginning of an Offering Period and shall continue through the last pay period ending prior to the Exercise Date. No Participant shall be permitted to begin payroll deductions at any other time. A Participant may not make additional contributions to his Plan account.

4.3 **Payroll Deductions Continuing.** A Participant's election to have payroll deductions shall remain in effect for all ensuing Offering Periods until changed by the Participant by filing an appropriate amended payroll deduction form not earlier than 30 nor later than 15 days prior to the commencement of the Offering Period for which it is to be effective.

4.4 **Right to Stop Payroll Deductions.** A Participant may discontinue payroll deductions and his participation in the Plan as provided in Section 5.1, but no other change may be made during an Offering Period and, specifically, a Participant may not alter the rate of his payroll deductions for that Offering Period.

4.5 **Accounting for Funds.** As of each payroll deduction period, the Employer shall cause to be credited to the Participant's payroll deduction account in a ledger established for that purpose, the funds withheld from and attributable to the Employee's compensation for that period. No interest shall be credited to the Participant's payroll deduction account at any time. The obligation of the Employer to the Participant for this account shall be a general corporate obligation and shall not be funded through a trust nor secured by any assets which would cause the Participant to be other than a general creditor of the Employer.

4.6 **Employer's Use of Funds.** All payroll deductions received or held by an Employer may be used by the Employer for any corporate purposes, and the Employer shall not be obligated to segregate such payroll deductions.

ARTICLE 5

IN SERVICE WITHDRAWAL, TERMINATION OF EMPLOYMENT AND DEATH

5.1 **In Service Withdrawal.** A Participant may, at any time on or before 15 days prior to the Exercise Date, or such other date as shall be determined by the Committee from time to time, elect to withdraw all funds then credited to his payroll deduction account by giving written notice to his Employer in accordance with the rules established by the Committee. All funds credited to the Participant's payroll deduction account shall be paid to him, without interest (except as otherwise required by applicable laws), as soon as administratively feasible. The withdrawal election terminates the Participant's right to exercise his Option on the Exercise Date and his entitlement to elect any further payroll deductions for the then current Offering Period. Should the Participant wish to participate in any future Offering Period, the Participant must file a new payroll deduction election form with the Committee within the time frame required for participation for that Offering Period.

5.2 **Termination of Employment.** If a Participant's employment is terminated for any reason other than death prior to the Exercise Date, the Option granted to the Participant for that Option Period shall lapse. The Participant's payroll deduction account shall be returned to him, without interest (except as otherwise required by applicable laws), as soon as administratively feasible.

5.3 **Death.** If a Participant dies before the Exercise Date, the Option granted to the Participant for that Offering Period shall lapse. The Participant's payroll deduction account shall be returned to him, without interest (except as otherwise required by applicable laws), as soon as administratively feasible. If the Participant dies after the Exercise Date but prior to the delivery of his certificate, the Stock shall be delivered to his Beneficiary (or to his estate if he has no Beneficiary). If there is no Beneficiary, the Stock shall be held in the Participant's account until the representative of the estate has been appointed and provides such evidence as may be required by the Committee before the certificate is delivered to the proper party together with a check in the amount of any remaining funds in the Participant's payroll deduction account.

ARTICLE 6

EXERCISE OF OPTIONS

6.1 **Purchase of Stock.** Subject to the limitations in Sections 3.2 and 4.1 of the Plan, on the Exercise Date of each Offering Period each Participant's payroll deduction account shall be used to purchase the maximum number of whole shares of Stock that can be purchased at the Option Price for that Offering Period. Any funds remaining in a Participant's payroll deduction account after the exercise of his Option for an Offering Period shall remain in the Participant's account to be used in the ensuing Offering Period, together with new payroll deductions, if any, for that Offering Period to exercise the next succeeding Option which is to be exercised. If in any Offering Period the total number of shares of Stock to be purchased by all Participants exceed the number of shares of Stock committed to the Plan, then each Participant shall be entitled to purchase only his pro rata portion of the shares of Stock remaining available under the Plan based on the balances in each Participant's payroll deduction account as of the Exercise Date. No fractional shares of Stock may be purchased under this Plan. After the purchase of all shares of Stock available on the Exercise Date, all Options granted for the Offering Period to the extent not used shall terminate.

6.2 **Accounting for Stock.** After the Exercise Date of each Offering Period a report shall be given to each Participant stating the amount of his payroll deduction account, the number of shares of Stock purchased and the applicable Option Price.

6.3 **Issuance of Shares.** As soon as administratively feasible after the end of the Offering Period the Committee shall advise the appropriate officer of the Company that the terms of the Plan have been complied with and that it is appropriate for the officer to cause to be issued the shares of Stock upon which Options have been exercised under the Plan. The Committee may determine to hold such shares of Stock until the Participant requests such shares of Stock. The Committee may determine in its discretion the manner of delivery of the shares of Stock purchased under the Plan, which may be by electronic account entry into new or existing accounts, delivery of certificates or any other means as the Committee, in its discretion, deems appropriate. The Committee may, in its discretion, hold the certificate for any shares of Stock or cause it to be legended in order to comply with the securities laws of the applicable jurisdiction.

6.4 **Restriction on Shares.** A Participant shall be free to undertake a disposition (as that term is defined in Section 424(c) of the Code) of the shares in his account at any time, whether by sale, exchange, gift, or other transfer of legal title, but in the absence of such a disposition of the shares, the shares must remain in the Participant's account at the brokerage or other financial services firm designated by the Committee until the holding period set forth in Section 423(a) of the Code has been satisfied. With respect to Shares for which such holding period has been satisfied, the Participant may direct that those Shares be moved to another account of Participant's choosing or request that a stock certificate be issued and delivered to him.

Notwithstanding anything to the contrary contained in this Plan, a Participant shall not transfer or otherwise dispose of Stock in violation of the Company's Insider Trading Policy.

ARTICLE 7

ADMINISTRATION

7.1 **Powers of Committee.** The Committee has the exclusive responsibility for the general administration of the Plan, and has all powers necessary to accomplish that purpose, including but not limited to the following rights, powers, and authorities:

- (a) to make rules for administering the Plan so long as they are not inconsistent with the terms of the Plan;
- (b) to construe all provisions of the Plan;
- (c) to correct any defect, supply any omission, or reconcile any inconsistency which may appear in the Plan;
- (d) to select, employ, and compensate at any time any consultants, accountants, attorneys, and other agents the Committee believes necessary or advisable for the proper administration of the Plan;
- (e) to determine all questions relating to eligibility, Fair Market Value, Option Price and all other matters relating to benefits or Participants' entitlement to benefits;
- (f) to resolve all controversies relating to the administration of the Plan, including but not limited to any differences of opinion arising between the Employer and a Participant, and any questions it believes advisable for the proper administration of the Plan; and
- (g) to delegate any clerical or record-keeping duties of the Committee as the Committee believes is advisable to properly administer the Plan.

7.2 **Standard of Judicial Review of Committee Actions.** The Committee has full and absolute discretion in the exercise of each and every aspect of its authority under the Plan. Notwithstanding anything to the contrary, any action taken, or ruling or decision made, by the Committee in the exercise of any of its powers and authorities under the Plan shall be final and conclusive as to all parties other than the Company and its Affiliates, including without limitation all Participants and their Beneficiaries, regardless of whether the Committee or one or more of its members may have an actual or potential conflict of interest with respect to the subject matter of the action, ruling, or decision. No final action, ruling, or decision of the Committee shall be subject to de novo review in any judicial proceeding; and no final action, ruling, or decision of the Committee may be set aside unless it is held to have been arbitrary and capricious by a final judgment of a court having jurisdiction with respect to the issue.

ARTICLE 8

ADOPTION OF PLAN BY OTHER EMPLOYERS

8.1 **Adoption Procedure.** With the approval of the Committee, any Affiliate may adopt this Plan by:

- (a) certified resolution or consent of the board of directors of the adopting Affiliate or an executed adoption instrument (approved by the board of directors of the adopting Affiliate) agreeing to be bound as an Affiliate by all the terms, conditions and limitations of this Plan; and
- (b) providing all information required by the Committee.

8.2 **No Joint Venture Implied.** The document which evidences the adoption of the Plan by an Affiliate shall become a part of this Plan. However, neither the adoption of this Plan by an Affiliate nor any act performed by it in relation to this Plan shall create a joint venture or partnership relation between it and the Company or any other Affiliate.

ARTICLE 9

TERMINATION AND AMENDMENT OF THE PLAN

9.1 **Termination.** The Company may, by action of the Board of Directors, terminate the Plan at any time and for any reason. The Plan shall automatically terminate upon the purchase by Participants of all shares of Stock committed to the Plan, unless the number of Shares committed to the Plan are increased by the Board of Directors and approved by the shareholders of the Company. Upon termination of the Plan, as soon as administratively feasible there shall be refunded to each Participant the remaining funds in his payroll deduction account, and there shall be forwarded to the Participants certificates for all shares of Stock held under the Plan for the account of Participants. The termination of this Plan shall not affect the current Options already outstanding under the Plan to the extent there are Shares committed, unless the Participants agree.

9.2 **Amendment.** The Board of Directors reserves the right to modify, alter or amend the Plan at any time and from time to time to any extent that it deems advisable, including, without limiting the generality of the foregoing, any amendment deemed necessary to ensure compliance of the Plan with Section 423 of the Code. The Board of Directors may suspend operation of the Plan for any period as it may deem advisable. However, no amendment or suspension shall operate to reduce any amounts previously allocated to a Participants payroll deduction account, to reduce a Participant's rights with respect to shares of Stock previously purchased and held on his behalf under the Plan nor to affect the current Option a Participant already has outstanding under the Plan without the Participant's agreement. Any amendment changing the aggregate number of Shares to be committed to the Plan or the class of employees eligible to receive Options under the Plan must have shareholder approval as set forth in Section 1.5.

ARTICLE 10

MISCELLANEOUS

10.1 Designation of Beneficiary.

(a) A Participant may file a written designation of a Beneficiary who is to receive any cash and Shares credited to the Participant's account under the Plan. If a Participant is married and the designated Beneficiary is not the Participant's spouse, written spousal consent shall be required for the designation to be effective.

(b) A Participant may change his designation of a Beneficiary at any time by written notice. If a Participant dies when he has not validly designated a Beneficiary under the Plan, the Company shall deliver such Shares and cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such Shares and cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

10.2 **Plan Not An Employment Contract.** The adoption and maintenance of this Plan is not a contract between the Employer and its Employees which gives any Employee the right to be retained in its employment. Likewise, it is not intended to interfere with the rights of the Employer to discharge any Employee at any time or to interfere with the Employee's right to terminate his employment at any time.

10.3 **All Participants' Rights Are Equal.** All Participants will have the same rights and privileges under this Plan as are required by section 423 of the Code and section 1.423-2(1) of the regulations promulgated under that section of the Code.

10.4 **Options Granted Are Not Transferable.** No Option granted a Participant under this Plan is transferable by the Participant and must be exercisable only by him. In the event any Participant attempts to violate the terms of this Section, any Option held by the Participant shall be terminated by the Company and upon return to the Participant of the remaining funds in his payroll deduction account, all of his rights under the Plan will terminate.

10.5 **Voting of Stock.** Shares of Stock held under the Plan for the account of each Participant shall be voted by the holder of record of those shares in accordance with the Participant's instructions.

10.6 **No Shareholder Rights.** No eligible Employee or Participant shall by reason of participation in the Plan have any rights of a shareholder of the Company until he acquires shares of Stock as provided in this Plan.

10.7 **Governmental Regulations.** The obligation to sell or deliver the shares of Stock under this Plan is subject to the approval of all governmental authorities required in connection with the authorization, purchase, issuance or sale of that Stock.

10.8 **Notices.** All notices and other communication in connection with the Plan shall be in the form specified by the Committee and shall be deemed to have been duly given when sent to the Participant at his last known address or to his designated personal representative or beneficiary, or to the Employer or its designated representative, as the case may be.

10.9 **Indemnification of Committee.** In addition to all other rights of indemnification as they may have as directors or as members of the Committee, the members of the Committee shall be indemnified by the Company against the reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan or any Option granted under the Plan, and against all amounts paid in settlement (provided the settlement is approved by independent legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any action, suit or proceeding, except in relation to matters as to which it is adjudged in the action, suit or proceeding, that the Committee member is liable for gross negligence or willful misconduct in the performance of his duties.

10.10 **Tax Withholding.** At the time a Participant's Option is exercised or at the time a Participant disposes of some or all of the Stock purchased under the Plan, the Participant must make adequate provision for the Employer's federal, state or other tax withholding obligations, if any, which arise upon the exercise of the Option or the disposition of the Stock. The Company and the Employer are authorized to withhold any applicable taxes from a Participant's compensation, from the Shares purchased under the Plan, from the proceeds of the sale of Shares purchased under the Plan, or by such other means as permissible under applicable laws.

10.11 **Gender and Number.** If the context requires it, words of one gender when used in this Plan shall include the other genders, and words used in the singular or plural shall include the other.

10.12 **Severability.** Each provision of this Plan may be severed. If any provision is determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision.

10.13 **Governing Law; Parties to Legal Actions.** The provisions of this Plan shall be construed, administered, and governed under the laws of the State of Texas and, to the extent applicable, by the securities, tax, employment and other laws of the United States which are applicable to an employee stock purchase plan.

10.14 **Electronic Forms.** To the extent permitted by applicable laws and in the discretion of the Committee, an Employee may submit any form or notice as set forth herein by means of an electronic form approved by the Committee.

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Section 3: EX-5.1 (EXHIBIT 5.1)

EXHIBIT 5.1

Akin Gump
Strauss Hauer & Feld LLP

April 26, 2018

EOG Resources, Inc.
1111 Bagby Street
Sky Lobby 2
Houston, Texas 77002

Re: EOG Resources, Inc.
Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to EOG Resources, Inc., a Delaware corporation (the “*Company*”), in connection with a Registration Statement on Form S-8 of the Company (the “*Registration Statement*”), being filed on the date hereof with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “*Act*”), relating to the proposed issuance of up to 2,500,000 shares (the “*Shares*”) of the Company’s common stock, par value \$0.01 per share (“*Common Stock*”), authorized for issuance pursuant to the Company’s Employee Stock Purchase Plan (As Amended and Restated Effective January 1, 2018) (the “*Plan*”). This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

We have examined originals or certified copies of such corporate records of the Company and other certificates and documents of officials of the Company, public officials and others as we have deemed appropriate for purposes of this letter. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all copies submitted to us as conformed, certified or reproduced copies. We have also assumed that (i) the certificates for the Shares will conform to the specimen thereof filed as an exhibit to the Registration Statement and upon issuance will have been duly countersigned by the transfer agent and duly registered by the registrar for the Common Stock or, if uncertificated, valid book-entry notations for the issuance of the Shares in uncertificated form will have been duly made in the share register of the Company, (ii) each award agreement setting forth the terms of each award granted pursuant to the Plan is consistent with the Plan and has been duly authorized and validly executed and delivered by the parties thereto, and (iii) at the time of each issuance of Shares, there will be sufficient shares of Common Stock authorized for issuance under the Company’s certificate of incorporation that have not otherwise been issued or reserved or committed for issuance, and (iv) the price per share paid for Shares issued pursuant to the Plan is not less than the par value of the Shares. As to various questions of fact relevant to this letter, we have relied, without independent investigation, upon certificates of

public officials and certificates of officers of the Company, all of which we assume to be true, correct and complete.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations stated herein, we are of the opinion that when the Shares have been issued and delivered upon payment therefor in accordance with the terms of the Plan and applicable award agreement, the Shares will be duly authorized, validly issued, fully paid and non-assessable.

The opinions and other matters in this letter are qualified in their entirety and subject to the following:

- A. We express no opinion as to the laws of any jurisdiction other than the General Corporation Law of the State of Delaware.
- B. This opinion letter is limited to the matters expressly stated herein and no opinion is to be inferred or implied beyond the opinion expressly set forth herein. We undertake no, and hereby disclaim any, obligation to make any inquiry after the date hereof or to advise you of any changes in any matter set forth herein, whether based on a change in the law, a change in any fact relating to the Company or any other person or any other circumstance.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act and the rules and regulations thereunder.

Very truly yours,

/s/ AKIN, GUMP, STRAUSS, HAUER, & FELD LLP

AKIN, GUMP, STRAUSS, HAUER, & FELD LLP

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Section 4: EX-23.1 (EXHIBIT 23.1)

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 27, 2018, relating to the consolidated financial statements of EOG Resources, Inc. and subsidiaries and the effectiveness of EOG Resources, Inc. and subsidiaries' internal control over financial reporting, appearing in the Annual Report on Form 10-K of EOG Resources, Inc. for the year ended December 31, 2017.

/s/ Deloitte & Touche LLP

Houston, Texas
April 26, 2018

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Section 5: EX-23.3 (EXHIBIT 23.3)

EXHIBIT 23.3

DeGolyer and MacNaughton

5001 Spring Valley Road
Suite 800 East
Dallas, Texas 75244

April 16, 2018

EOG Resources, Inc.
1111 Bagby, Sky Lobby 2
Houston, Texas 77002

Ladies and Gentlemen:

In connection with the Registration Statement on Form S-8 (the Registration Statement), to be filed with the United States Securities and Exchange Commission (SEC) on or about April 26, 2018 (with respect to the EOG Resources, Inc. Employee Stock Purchase Plan (As Amended and Restated Effective January 1, 2018)), we hereby consent to the inclusion in said Registration Statement of the references to our firm and to the opinions as mentioned below delivered to EOG Resources, Inc. (EOG) regarding our comparison of estimates prepared by us with those provided to us by EOG of the proved oil, condensate, natural gas liquids, and gas reserves of certain selected properties that EOG has represented that it owns. The opinions are contained in our reports of third-party dated February 1, 2016, January 30, 2017, and January 30, 2018, with respect to the reserves estimates as of December 31, 2015, December 31, 2016, and December 31, 2017, respectively. The opinions are referred to in the section "Supplemental Information to Consolidated Financial Statements - Oil and Gas Producing Activities" in EOG's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the SEC on February 27, 2018.

Very truly yours,

/s/ DeGOLYER and MacNAUGHTON

DeGOLYER and MacNAUGHTON
Texas Registered Engineering Firm F-716

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Section 6: EX-24.1 (EXHIBIT 24.1)

EXHIBIT 24.1

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that in connection with the registration by EOG Resources, Inc., a Delaware corporation (the "Company"), of 2,500,000 shares (subject to adjustment) of the Common Stock, \$.01 par value per share, of the Company (the "Common Stock"), to be offered and sold by the Company from time to time pursuant to the EOG Resources, Inc. Employee Stock Purchase Plan (As Amended and Restated Effective January 1, 2018) (the "ESPP"), the undersigned director of the Company hereby constitutes and appoints Timothy K. Driggers and Michael P. Donaldson, and each of them (with full power to each of them to act alone), her true and lawful attorney-in-fact and agent, for her and on her behalf and in her name, place and stead, in any and all capacities, to sign, execute and file one or more registration statements on Form S-8 relating to such shares of Common Stock to be offered and sold by the Company pursuant to the ESPP, to be filed with the United States Securities and Exchange Commission, together with all amendments thereto, with all exhibits and any and all documents required to be filed with respect thereto with any regulatory authority, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as the undersigned might or could do if personally present, hereby ratifying and confirming all the said attorneys-in-fact and agents, or

any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereto set her hand this 24th day of April, 2018.

/s/ Janet F. Clark
Janet F. Clark

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that in connection with the registration by EOG Resources, Inc., a Delaware corporation (the "Company"), of 2,500,000 shares (subject to adjustment) of the Common Stock, \$.01 par value per share, of the Company (the "Common Stock"), to be offered and sold by the Company from time to time pursuant to the EOG Resources, Inc. Employee Stock Purchase Plan (As Amended and Restated Effective January 1, 2018) (the "ESPP"), the undersigned director of the Company hereby constitutes and appoints Timothy K. Driggers and Michael P. Donaldson, and each of them (with full power to each of them to act alone), his true and lawful attorney-in-fact and agent, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file one or more registration statements on Form S-8 relating to such shares of Common Stock to be offered and sold by the Company pursuant to the ESPP, to be filed with the United States Securities and Exchange Commission, together with all amendments thereto, with all exhibits and any and all documents required to be filed with respect thereto with any regulatory authority, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as the undersigned might or could do if personally present, hereby ratifying and confirming all the said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereto set his hand this 24th day of April, 2018.

/s/ Charles R. Crisp
Charles R. Crisp

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that in connection with the registration by EOG Resources, Inc., a Delaware corporation (the "Company"), of 2,500,000 shares (subject to adjustment) of the Common Stock, \$.01 par value per share, of the Company (the "Common Stock"), to be offered and sold by the Company from time to time pursuant to the EOG Resources, Inc. Employee Stock Purchase Plan (As Amended and Restated Effective January 1, 2018) (the "ESPP"), the undersigned director of the Company hereby constitutes and appoints Timothy K. Driggers and Michael P. Donaldson, and each of them (with full power to each of them to act alone), his true and lawful attorney-in-fact and agent, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file one or more registration statements on Form S-8 relating to such shares of Common Stock to be offered and sold by the Company pursuant to the ESPP, to be filed with the United States Securities and Exchange Commission, together with all amendments thereto, with all exhibits and any and all documents required to be filed with respect thereto with any regulatory authority, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as the undersigned might or could do if personally present, hereby ratifying and confirming all the said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereto set his hand this 24th day of April, 2018.

/s/ Robert P. Daniels
Robert P. Daniels

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that in connection with the registration by EOG Resources, Inc., a Delaware corporation (the "Company"), of 2,500,000 shares (subject to adjustment) of the Common Stock, \$.01 par value per share, of the Company (the "Common Stock"), to be offered and sold by the Company from time to time pursuant to the EOG Resources, Inc. Employee Stock Purchase Plan (As Amended and Restated Effective January 1, 2018) (the "ESPP"), the undersigned director of the Company hereby constitutes and appoints Timothy K. Driggers and Michael P. Donaldson, and each of them (with full power to each of them to act alone), his true and lawful attorney-in-fact and agent, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file one or more registration statements on Form S-8 relating to such shares of Common Stock to be offered and sold by the Company pursuant to the ESPP, to be filed with the United States Securities and Exchange Commission, together with all amendments thereto, with all exhibits and any and all documents required to be filed with respect thereto with any regulatory authority, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as the undersigned might or could do if personally present, hereby ratifying and confirming all the said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereto set his hand this 24th day of April, 2018.

/s/ James C. Day
James C. Day

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that in connection with the registration by EOG Resources, Inc., a Delaware corporation (the "Company"), of 2,500,000 shares (subject to adjustment) of the Common Stock, \$.01 par value per share, of the Company (the "Common Stock"), to be offered and sold by the Company from time to time pursuant to the EOG Resources, Inc. Employee Stock Purchase Plan (As Amended and Restated Effective January 1, 2018) (the "ESPP"), the undersigned director of the Company hereby constitutes and appoints Timothy K. Driggers and Michael P. Donaldson, and each of them (with full power to each of them to act alone), his true and lawful attorney-in-fact and agent, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file one or more registration statements on Form S-8 relating to such shares of Common Stock to be offered and sold by the Company pursuant to the ESPP, to be filed with the United States Securities and Exchange Commission, together with all amendments thereto, with all exhibits and any and all documents required to be filed with respect thereto with any regulatory authority, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as the undersigned might or could do if personally present, hereby ratifying and confirming all the said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereto set his hand this 24th day of April, 2018.

/s/ C. Christopher Gaut
C. Christopher Gaut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that in connection with the registration by EOG Resources, Inc., a Delaware corporation (the "Company"), of 2,500,000 shares (subject to adjustment) of the Common Stock, \$.01 par value per share, of the Company (the "Common Stock"), to be offered and sold by the Company from time to time pursuant to the EOG Resources, Inc. Employee Stock Purchase Plan (As Amended and Restated Effective January 1, 2018) (the "ESPP"), the undersigned director of the Company hereby constitutes and appoints Timothy K. Driggers and Michael P. Donaldson, and each of them (with full power to each of them to act alone), his true and lawful attorney-in-fact and agent, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file one or more registration statements on Form S-8 relating to such shares of Common Stock to be offered and sold by the Company pursuant to the ESPP, to be filed with the United States Securities and Exchange Commission, together with all amendments thereto, with all exhibits and any and all documents required to be filed with respect thereto with any regulatory authority, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as the undersigned might or could do if personally present, hereby ratifying and confirming all the said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereto set his hand this 24th day of April, 2018.

/s/ Donald F. Textor
Donald F. Textor

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that in connection with the registration by EOG Resources, Inc., a Delaware corporation (the "Company"), of 2,500,000 shares (subject to adjustment) of the Common Stock, \$.01 par value per share, of the Company (the "Common Stock"), to be offered and sold by the Company from time to time pursuant to the EOG Resources, Inc. Employee Stock Purchase Plan (As Amended and Restated Effective January 1, 2018) (the "ESPP"), the undersigned director of the Company hereby constitutes and appoints Timothy K. Driggers and Michael P. Donaldson, and each of them (with full power to each of them to act alone), his true and lawful attorney-in-fact and agent, for him and on his behalf and in his name, place and stead, in any and all capacities, to sign, execute and file one or more registration statements on Form S-8 relating to such shares of Common Stock to be offered and sold by the Company pursuant to the ESPP, to be filed with the United States Securities and Exchange Commission, together with all amendments thereto, with all exhibits and any and all documents required to be filed with respect thereto with any regulatory authority, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as the undersigned might or could do if personally present, hereby ratifying and confirming all the said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereto set his hand this 24th day of April, 2018.

/s/ Frank G. Wisner
Frank G. Wisner

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