

## Section 1: 10-Q (10-Q)

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

### FORM 10-Q

(Mark One)

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the quarterly period ended September 30, 2018  
or  
 **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
Commission File Number: 1-9743



**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 77002**  
(Address of principal executive offices) (Zip Code)

**713-651-7000**  
(Registrant's telephone number, including area code)

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 every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§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  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 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

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

<b><u>Title of each class</u></b>	<b><u>Number of shares</u></b>
Common Stock, par value \$0.01 per share	579,903,041 (as of October 26, 2018)

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**EOG RESOURCES, INC.**

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**PART I. FINANCIAL INFORMATION**  
**ITEM 1. FINANCIAL STATEMENTS**  
**EOG RESOURCES, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME**  
*(In Thousands, Except Per Share Data)*  
*(Unaudited)*

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
<b>Operating Revenues and Other</b>				
Crude Oil and Condensate	\$ 2,655,278	\$ 1,451,410	\$ 7,134,114	\$ 4,326,925
Natural Gas Liquids	353,704	180,038	861,473	480,389
Natural Gas	311,713	220,402	912,324	675,012
Gains (Losses) on Mark-to-Market Commodity Derivative Contracts	(52,081)	(6,606)	(297,735)	64,860
Gathering, Processing and Marketing	1,360,992	784,368	3,899,250	2,289,702
Gains (Losses) on Asset Dispositions, Net	115,944	(8,202)	94,658	(33,876)
Other, Net	36,074	23,434	96,779	64,869
Total	4,781,624	2,644,844	12,700,863	7,867,881
<b>Operating Expenses</b>				
Lease and Well	321,568	251,943	936,236	762,906
Transportation Costs	196,027	183,565	550,781	548,635
Gathering and Processing Costs	114,063	32,590	324,577	105,480
Exploration Costs	32,823	30,796	115,137	122,401
Dry Hole Costs	358	50	5,260	77
Impairments	44,617	53,677	160,934	325,798
Marketing Costs	1,326,974	793,536	3,853,827	2,320,671
Depreciation, Depletion and Amortization	918,180	846,222	2,515,445	2,527,642
General and Administrative	111,284	111,717	310,065	317,462
Taxes Other Than Income	209,043	125,912	582,395	386,319
Total	3,274,937	2,430,008	9,354,657	7,417,391
Operating Income	1,506,687	214,836	3,346,206	450,490
Other Income (Expense), Net	3,308	226	(4,516)	8,349
Income Before Interest Expense and Income Taxes	1,509,995	215,062	3,341,690	458,839
Interest Expense, Net	63,632	69,082	189,032	211,010
Income Before Income Taxes	1,446,363	145,980	3,152,658	247,829
Income Tax Provision	255,411	45,439	626,386	95,718
<b>Net Income</b>	<b>\$ 1,190,952</b>	<b>\$ 100,541</b>	<b>\$ 2,526,272</b>	<b>\$ 152,111</b>
Net Income Per Share				
Basic	\$ 2.06	\$ 0.17	\$ 4.38	\$ 0.26
Diluted	\$ 2.05	\$ 0.17	\$ 4.35	\$ 0.26
Dividends Declared per Common Share	\$ 0.2200	\$ 0.1675	\$ 0.5900	\$ 0.5025
Average Number of Common Shares				
Basic	577,254	574,783	576,431	574,370
Diluted	581,559	578,736	580,442	578,453
<b>Comprehensive Income</b>				
Net Income	\$ 1,190,952	\$ 100,541	\$ 2,526,272	\$ 152,111
Other Comprehensive Income (Loss)				
Foreign Currency Translation Adjustments	(1,952)	355	(179)	1,924
Other, Net of Tax	6	(25)	18	(74)
Other Comprehensive Income (Loss)	(1,946)	330	(161)	1,850

**Comprehensive Income**

<u>\$ 1,189,006</u>	<u>\$ 100,871</u>	<u>\$ 2,526,111</u>	<u>\$ 153,961</u>
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The accompanying notes are an integral part of these condensed consolidated financial statements.

**EOG RESOURCES, INC.**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
*(In Thousands, Except Share Data)*  
*(Unaudited)*

	<u>September 30,</u> <u>2018</u>	<u>December 31,</u> <u>2017</u>
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and Cash Equivalents	\$ 1,274,132	\$ 834,228
Accounts Receivable, Net	2,151,247	1,597,494
Inventories	766,964	483,865
Assets from Price Risk Management Activities	1,569	7,699
Income Taxes Receivable	320,938	113,357
Other	302,242	242,465
Total	<u>4,817,092</u>	<u>3,279,108</u>
<b>Property, Plant and Equipment</b>		
Oil and Gas Properties (Successful Efforts Method)	56,799,237	52,555,741
Other Property, Plant and Equipment	4,191,958	3,960,759
Total Property, Plant and Equipment	<u>60,991,195</u>	<u>56,516,500</u>
Less: Accumulated Depreciation, Depletion and Amortization	(33,043,454)	(30,851,463)
Total Property, Plant and Equipment, Net	<u>27,947,741</u>	<u>25,665,037</u>
<b>Deferred Income Taxes</b>	16,880	17,506
<b>Other Assets</b>	856,023	871,427
<b>Total Assets</b>	<u><b>\$ 33,637,736</b></u>	<u><b>\$ 29,833,078</b></u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 2,435,773	\$ 1,847,131
Accrued Taxes Payable	249,234	148,874
Dividends Payable	126,829	96,410
Liabilities from Price Risk Management Activities	132,618	50,429
Current Portion of Long-Term Debt	1,262,874	356,235
Other	217,819	226,463
Total	<u>4,425,147</u>	<u>2,725,542</u>
<b>Long-Term Debt</b>	5,171,949	6,030,836
<b>Other Liabilities</b>	1,302,249	1,275,213
<b>Deferred Income Taxes</b>	4,199,921	3,518,214
<b>Commitments and Contingencies (Note 8)</b>		
<b>Stockholders' Equity</b>		
Common Stock, \$0.01 Par, 1,280,000,000 Shares Authorized and 580,308,937 Shares Issued at September 30, 2018 and 578,827,768 Shares Issued at December 31, 2017	205,803	205,788
Additional Paid in Capital	5,626,259	5,536,547
Accumulated Other Comprehensive Loss	(19,458)	(19,297)
Retained Earnings	12,778,104	10,593,533
Common Stock Held in Treasury, 478,042 Shares at September 30, 2018 and 350,961 Shares at December 31, 2017	(52,238)	(33,298)
Total Stockholders' Equity	<u>18,538,470</u>	<u>16,283,273</u>
<b>Total Liabilities and Stockholders' Equity</b>	<u><b>\$ 33,637,736</b></u>	<u><b>\$ 29,833,078</b></u>

The accompanying notes are an integral part of these condensed consolidated financial statements.



**EOG RESOURCES, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
*(In Thousands)*  
*(Unaudited)*

	<b>Nine Months Ended</b>	
	<b>September 30,</b>	
	<b>2018</b>	<b>2017</b>
<b>Cash Flows from Operating Activities</b>		
Reconciliation of Net Income to Net Cash Provided by Operating Activities:		
Net Income	\$ 2,526,272	\$ 152,111
Items Not Requiring (Providing) Cash		
Depreciation, Depletion and Amortization	2,515,445	2,527,642
Impairments	160,934	325,798
Stock-Based Compensation Expenses	116,290	101,537
Deferred Income Taxes	681,702	114,850
(Gains) Losses on Asset Dispositions, Net	(94,658)	33,876
Other, Net	15,314	(4,514)
Dry Hole Costs	5,260	77
Mark-to-Market Commodity Derivative Contracts		
Total (Gains) Losses	297,735	(64,860)
Net Cash Received from (Payments for) Settlements of Commodity Derivative Contracts	(180,228)	4,730
Other, Net	1,652	270
Changes in Components of Working Capital and Other Assets and Liabilities		
Accounts Receivable	(553,529)	(25,445)
Inventories	(286,817)	(17,674)
Accounts Payable	537,525	112,894
Accrued Taxes Payable	(36,891)	(49,967)
Other Assets	(103,334)	(83,940)
Other Liabilities	(14,776)	(69,224)
Changes in Components of Working Capital Associated with Investing and Financing Activities	95,484	(120,373)
<b>Net Cash Provided by Operating Activities</b>	<b>5,683,380</b>	<b>2,937,788</b>
<b>Investing Cash Flows</b>		
Additions to Oil and Gas Properties	(4,571,932)	(2,927,988)
Additions to Other Property, Plant and Equipment	(202,384)	(139,558)
Proceeds from Sales of Assets	11,582	191,593
Other Investing Activities	(19,993)	—
Changes in Components of Working Capital Associated with Investing Activities	(95,541)	120,469
<b>Net Cash Used in Investing Activities</b>	<b>(4,878,268)</b>	<b>(2,755,484)</b>
<b>Financing Cash Flows</b>		
Long-Term Debt Repayments	—	(600,000)
Dividends Paid	(311,075)	(289,261)
Treasury Stock Purchased	(58,558)	(50,374)
Proceeds from Stock Options Exercised and Employee Stock Purchase Plan	12,098	11,174
Repayment of Capital Lease Obligation	(5,052)	(4,897)
Changes in Components of Working Capital Associated with Financing Activities	57	(96)
<b>Net Cash Used in Financing Activities</b>	<b>(362,530)</b>	<b>(933,454)</b>
<b>Effect of Exchange Rate Changes on Cash</b>	<b>(2,678)</b>	<b>(2,607)</b>
<b>Increase (Decrease) in Cash and Cash Equivalents</b>	<b>439,904</b>	<b>(753,757)</b>
<b>Cash and Cash Equivalents at Beginning of Period</b>	<b>834,228</b>	<b>1,599,895</b>
<b>Cash and Cash Equivalents at End of Period</b>	<b>\$ 1,274,132</b>	<b>\$ 846,138</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.



**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(Unaudited)**

**1. Summary of Significant Accounting Policies**

**General.** The condensed consolidated financial statements of EOG Resources, Inc., together with its subsidiaries (collectively, EOG), included herein have been prepared by management without audit pursuant to the rules and regulations of the United States Securities and Exchange Commission (SEC). Accordingly, they reflect all normal recurring adjustments which are, in the opinion of management, necessary for a fair presentation of the financial results for the interim periods presented. Certain information and notes normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) have been condensed or omitted pursuant to such rules and regulations. However, management believes that the disclosures included either on the face of the financial statements or in these notes are sufficient to make the interim information presented not misleading. These condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and the notes thereto included in EOG's Annual Report on Form 10-K for the year ended December 31, 2017, filed on February 27, 2018 (EOG's 2017 Annual Report).

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The operating results for the three and nine months ended September 30, 2018, are not necessarily indicative of the results to be expected for the full year.

Effective January 1, 2018, EOG adopted the provisions of Accounting Standards Update (ASU) 2014-09, "Revenue From Contracts With Customers" (ASU 2014-09). ASU 2014-09 and other related ASUs require entities to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. EOG elected to adopt ASU 2014-09 using the modified retrospective approach, which required EOG to recognize in retained earnings the cumulative effect at the date of adoption for all existing contracts with customers which were not substantially complete as of January 1, 2018. There was no impact to retained earnings upon adoption of ASU 2014-09.

EOG presents disaggregated revenues by type of commodity within its Condensed Consolidated Statements of Income and Comprehensive Income and by geographic areas defined as operating segments. See Note 5.

In connection with the adoption of ASU 2014-09, EOG presents natural gas processing fees relating to certain processing and marketing agreements within its United States segment as Gathering and Processing Costs, instead of as a deduction to Revenues within its Condensed Consolidated Statements of Income and Comprehensive Income. There was no impact to operating income, net income or cash flows resulting from changes to the presentation of natural gas processing fees. The impacts of the adoption of ASU 2014-09 for the three and nine months ended September 30, 2018, were as follows (in thousands):

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(Unaudited)

	Three Months Ended September 30, 2018			Nine Months Ended September 30, 2018		
	As Reported	Amounts Without Adoption of ASU 2014- 09	Effect of Change	As Reported	Amounts Without Adoption of ASU 2014-09	Effect of Change
<b>Operating Revenues and Other</b>						
Crude Oil and Condensate	\$ 2,655,278	\$ 2,655,278	\$ —	\$ 7,134,114	\$ 7,134,114	\$ —
Natural Gas Liquids	353,704	352,084	1,620	861,473	856,628	4,845
Natural Gas	311,713	256,169	55,544	912,324	770,441	141,883
Gathering, Processing and Marketing	1,360,992	1,355,909	5,083	3,899,250	3,883,222	16,028
<b>Total Operating Revenues and Other</b>	<b>4,781,624</b>	<b>4,719,377</b>	<b>62,247</b>	<b>12,700,863</b>	<b>12,538,107</b>	<b>162,756</b>
<b>Operating Expenses</b>						
Gathering and Processing Costs	114,063	56,899	57,164	324,577	177,849	146,728
Marketing Costs	1,326,974	1,321,891	5,083	3,853,827	3,837,799	16,028
<b>Total Operating Expenses</b>	<b>3,274,937</b>	<b>3,212,690</b>	<b>62,247</b>	<b>9,354,657</b>	<b>9,191,901</b>	<b>162,756</b>
Operating Income	1,506,687	1,506,687	—	3,346,206	3,346,206	—

Revenues are recognized for the sale of crude oil and condensate, natural gas liquids (NGLs) and natural gas at the point control of the product is transferred to the customer, typically when production is delivered and title or risk of loss transfers to the customer. Arrangements for such sales are evidenced by signed contracts with prices typically based on stated market indices, with certain adjustments for product quality and geographic location. As EOG typically invoices customers shortly after performance obligations have been fulfilled, contract assets and contract liabilities are not recognized. The balances of accounts receivable from contracts with customers on January 1, 2018 and September 30, 2018, were \$1,343 million and \$1,812 million, respectively, and are included in Accounts Receivable, Net on the Condensed Consolidated Balance Sheets. Losses incurred on receivables from contracts with customers are infrequent and have been immaterial.

**Crude Oil and Condensate.** EOG sells its crude oil and condensate production at the wellhead or further downstream at a contractually-specified delivery point. Revenue is recognized when control transfers to the customer based on contract terms which reflect prevailing market prices. Any costs incurred prior to the transfer of control, such as gathering and transportation, are recognized as Operating Expenses.

**Natural Gas Liquids.** EOG delivers certain of its natural gas production to either EOG-owned processing facilities or third-party processing facilities, where extraction of NGLs occurs. For EOG-owned facilities, revenue is recognized after processing upon transfer of NGLs to a customer. For third-party facilities, extracted NGLs are sold to the owner of the processing facility at the tailgate, or EOG takes possession and sells the extracted NGLs at the tailgate or exercises its option to sell further downstream to various customers. Under typical arrangements for third-party facilities, revenue is recognized after processing upon the transfer of control of the NGLs, either at the tailgate of the processing plant or further downstream. EOG recognizes revenues based on contract terms which reflect prevailing market prices, with processing fees recognized as Gathering and Processing Costs.

**Natural Gas.** EOG sells its natural gas production either at the wellhead or further downstream at a contractually-specified delivery point. In connection with the extraction of NGLs, EOG sells residue gas under separate agreements. Typically, EOG takes possession of the natural gas at the tailgate of the processing facility and sells it at the tailgate or further downstream. In each case, EOG recognizes revenues when control transfers to the customer, based on contract terms which reflect prevailing market prices.

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(Unaudited)**

**Gathering, Processing and Marketing.** Gathering, processing and marketing revenues represent sales of third-party crude oil and condensate, NGLs and natural gas, as well as fees associated with gathering and processing third-party natural gas and revenues from sales of EOG-owned sand. EOG evaluates whether it is the principal or agent under these transactions. As control of the underlying commodity is transferred to EOG prior to the gathering, processing and marketing activities, EOG considers itself the principal of these arrangements. Accordingly, EOG recognizes these transactions on a gross basis. Purchases of third-party commodities are recorded as Marketing Costs, with sales of third-party commodities and fees received for gathering and processing recorded as Gathering, Processing and Marketing revenues.

**Recently Issued Accounting Standards.** In March 2018, the Financial Accounting Standards Board (FASB) issued ASU 2018-05, "Income Taxes (Topic 740) - Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118" (ASU 2018-05). In December 2017, the United States (U.S.) enacted the Tax Cuts and Jobs Act (TCJA), which made significant changes to U.S. federal income tax law. Shortly after enactment of the TCJA, the SEC staff issued Staff Accounting Bulletin No. 118 (SAB 118), which provides guidance on accounting for the impact of the TCJA. ASU 2018-05 codified various paragraphs of SAB 118 and was effective upon issuance. Under SAB 118, an entity would use a similar approach as the measurement period provided in the Business Combinations Topic of the Accounting Standards Codification (ASC). An entity will recognize those matters for which the accounting can be completed. For matters that have not been completed, the entity would either (1) recognize provisional amounts to the extent that they are reasonably able to be estimated and adjust them over time as more information becomes available or (2) for any specific income tax effects of the TCJA for which a reasonable estimate cannot be determined, continue to apply the Income Taxes Topic of the ASC on the basis of the provisions of the tax laws that were in effect immediately before the TCJA was signed into law. EOG has prepared its condensed consolidated financial statements for the three and nine months ended September 30, 2018 in accordance with ASU 2018-05. As discussed in EOG's 2017 Annual Report, provisional amounts were recorded for tax accruals of certain aspects of the TCJA. EOG has updated and finalized the 2017 U.S. federal provisional amounts. The 2017 state provisional amounts will be finalized in the fourth quarter of 2018.

During the third quarter of 2018, EOG filed its consolidated 2017 U.S. federal income tax return, along with certain tax elections, and finalized its foreign earnings and profits study. The deemed repatriation tax decreased from the provisional amount of \$179 million to \$40 million mostly as a result of reducing the repatriation taxable income by net operating losses (NOLs), which had previously been expected to be utilized in future years. EOG is no longer electing to pay the repatriation tax in installments over eight years after considering recent Internal Revenue Service (IRS) guidance which indicated that no tax refunds would be issued until the entire repatriation tax liability is satisfied regardless of an installment election. EOG has reviewed the tax consequences of the repatriation tax on its outside basis differences in its investment in non-U.S. subsidiaries and has confirmed that no U.S. federal deferred tax liability is required at this time.

EOG has analyzed the impact of the new "global intangible low-taxed income" (GILTI) inclusion and, while no taxable income inclusion is required in 2018, EOG may become subject to GILTI inclusion in future years and will treat any resulting tax as a period expense.

The remeasurement of U.S. deferred tax assets and liabilities resulted in a provisional tax benefit of \$2.2 billion in 2017, which was increased by approximately \$52 million in the third quarter of 2018 due to the utilization of the aforementioned NOLs at the 2017 U.S. federal corporate income tax rate of 35% instead of the future tax rate of 21%. This additional tax benefit along with other less significant tax reform adjustments has lowered the 2018 year-to-date effective tax rate approximately two percentage points.

EOG recorded a provisional amount in 2017 for its refundable alternative minimum tax (AMT) credits due to the lack of guidance, at that time, on whether any portion of these credits would be sequestered due to a federal budgetary provision. In the first quarter of 2018, the IRS affirmed that any refundable AMT credits resulting from the TCJA would be subject to sequestration. EOG does not expect further clarification from the IRS or Office of Management and Budget and therefore considers the accounting for sequestration on its refundable AMT credits complete.

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(Unaudited)**

In February 2016, the FASB issued ASU 2016-02, "Leases (Topic 842)" (ASU 2016-02), which significantly changes accounting for leases by requiring that lessees recognize a right-of-use asset and a related lease liability representing the obligation to make lease payments, for certain lease transactions. Additional disclosures about an entity's lease transactions will also be required. ASU 2016-02 defines a lease as "a contract, or part of a contract, that conveys the right to control the use of identified property, plant or equipment (an identified asset) for a period of time in exchange for consideration." In January 2018, the FASB issued ASU 2018-01, "Leases (Topic 842) - Land Easement Practical Expedient for Transition to Topic 842" (ASU 2018-01), which permits an entity an optional election to not evaluate under ASU 2016-02 those existing or expired land easements that were not previously accounted for as leases prior to the adoption of ASU 2016-02. Additionally, in July 2018, the FASB issued ASU 2018-11, "Leases (Topic 842) - Targeted Improvements" (ASU 2018-11), which permits an entity (i) to apply the provisions of ASU 2016-02 at the adoption date instead of the earliest period presented in the financial statements, and, as a lessor, (ii) to account for lease and nonlease components as a single component as the nonlease components would otherwise be accounted for under the provisions of ASU 2014-09. ASU 2016-02 and other related ASUs are effective for interim and annual periods beginning after December 31, 2018, and early application is permitted. Based on the provisions of ASU 2018-11 and other related ASUs, lessees and lessors may recognize and measure leases at the beginning of the earliest period presented in the financial statements, defined as the effective date, using a modified retrospective approach, or at the adoption date by recognizing a cumulative-effect adjustment to the opening balance of retained earnings.

EOG is continuing its assessment of ASU 2016-02 by implementing its project plan, including a lease accounting software solution. EOG has assessed the scope of its current contractual arrangements, reviewed the majority of its existing contracts and is continuing to evaluate certain operational and corporate policies and processes in light of these findings. EOG enters into contracts for drilling rig services, fracturing services, compression, real estate and other contracts which contain equipment and other assets used in its exploration, development and production activities and corporate functions. Certain of these contracts are anticipated to require recognition of a right-of-use asset and related lease liability. At this time, the impact upon adoption of ASU 2016-02 and other related ASUs is not quantifiable, but is expected to significantly impact EOG's consolidated balance sheet by increasing assets and liabilities related to operating leases. EOG plans to elect the practical expedient under ASU 2018-11 and apply the provisions of ASU 2016-02 on the adoption date, January 1, 2019. Additionally, EOG plans to elect the package of practical expedients within ASU 2016-02 that allows an entity to not reassess prior to the effective date (i) whether any expired or existing contracts are or contain leases, (ii) the lease classification for any expired or existing leases, or (iii) initial direct costs for any existing leases, but does not plan to elect the practical expedient of hindsight when determining the lease term of existing contracts at the effective date. EOG also plans to elect the practical expedient under ASU 2018-01 and not evaluate existing or expired land easements not previously accounted for as leases prior to the effective date.

## 2. Stock-Based Compensation

As more fully discussed in Note 7 to the Consolidated Financial Statements included in EOG's 2017 Annual Report, EOG maintains various stock-based compensation plans. Stock-based compensation expense is included on the Condensed Consolidated Statements of Income and Comprehensive Income based upon the job function of the employees receiving the grants as follows (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Lease and Well	\$ 12.9	\$ 9.5	\$ 37.1	\$ 30.0
Gathering and Processing Costs	0.1	0.1	0.3	0.5
Exploration Costs	5.8	4.7	18.4	16.1
General and Administrative	30.2	29.2	60.5	54.9
<b>Total</b>	<b>\$ 49.0</b>	<b>\$ 43.5</b>	<b>\$ 116.3</b>	<b>\$ 101.5</b>

The Amended and Restated EOG Resources, Inc. 2008 Omnibus Equity Compensation Plan (2008 Plan) provides for grants of stock options, stock-settled stock appreciation rights (SARs), restricted stock and restricted stock units, performance units and performance stock and other stock-based awards.

At September 30, 2018, approximately 13.7 million common shares remained available for grant under the 2008 Plan. EOG's policy is to issue shares related to 2008 Plan grants from previously authorized unissued shares or treasury shares to the extent treasury shares are available.

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(Unaudited)**

**Stock Options and Stock-Settled Stock Appreciation Rights and Employee Stock Purchase Plan.** The fair value of stock option grants and SAR grants is estimated using the Hull-White II binomial option pricing model. The fair value of Employee Stock Purchase Plan (ESPP) grants is estimated using the Black-Scholes-Merton model. Stock-based compensation expense related to stock option, SAR and ESPP grants totaled \$21.7 million and \$20.9 million during the three months ended September 30, 2018 and 2017, respectively, and \$45.4 million and \$42.9 million during the nine months ended September 30, 2018 and 2017, respectively.

Weighted average fair values and valuation assumptions used to value stock option, SAR and ESPP grants during the nine-month periods ended September 30, 2018 and 2017 are as follows:

	Stock Options/SARs		ESPP	
	Nine Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Weighted Average Fair Value of Grants	\$ 33.49	\$ 23.94	\$ 25.52	\$ 22.10
Expected Volatility	28.22%	28.28%	24.36%	26.96%
Risk-Free Interest Rate	2.68%	1.52%	1.86%	0.89%
Dividend Yield	0.72%	0.75%	0.64%	0.71%
Expected Life	5.0 years	5.1 years	0.5 years	0.5 years

Expected volatility is based on an equal weighting of historical volatility and implied volatility from traded options in EOG's common stock. The risk-free interest rate is based upon United States Treasury yields in effect at the time of grant. The expected life is based upon historical experience and contractual terms of stock option, SAR and ESPP grants.

The following table sets forth stock option and SAR transactions for the nine-month periods ended September 30, 2018 and 2017 (stock options and SARs in thousands):

	Nine Months Ended September 30, 2018		Nine Months Ended September 30, 2017	
	Number of Stock Options/SARs	Weighted Average Grant Price	Number of Stock Options/SARs	Weighted Average Grant Price
Outstanding at January 1	9,103	\$ 83.89	9,850	\$ 75.53
Granted	1,884	126.65	2,260	96.24
Exercised <sup>(1)</sup>	(2,144)	69.62	(1,674)	55.63
Forfeited	(167)	91.89	(269)	90.22
Outstanding at September 30 <sup>(2)</sup>	8,676	\$ 96.55	10,167	\$ 83.02
Vested or Expected to Vest <sup>(3)</sup>	8,316	\$ 96.08	9,799	\$ 82.69
Exercisable at September 30 <sup>(4)</sup>	4,202	\$ 85.80	5,517	\$ 75.59

(1) The total intrinsic value of stock options/SARs exercised for the nine months ended September 30, 2018 and 2017 was \$103.7 million and \$66.6 million, respectively. The intrinsic value is based upon the difference between the market price of EOG's common stock on the date of exercise and the grant price of the stock options/SARs.

(2) The total intrinsic value of stock options/SARs outstanding at September 30, 2018 and 2017 was \$269.1 million and \$147.8 million, respectively. At September 30, 2018 and 2017, the weighted average remaining contractual life was 4.8 years and 4.3 years, respectively.

(3) The total intrinsic value of stock options/SARs vested or expected to vest at September 30, 2018 and 2017 was \$261.9 million and \$145.9 million, respectively. At September 30, 2018 and 2017, the weighted average remaining contractual life was 4.7 years and 4.3 years, respectively.

(4) The total intrinsic value of stock options/SARs exercisable at September 30, 2018 and 2017 was \$175.5 million and \$123.2 million, respectively. At September 30, 2018 and 2017, the weighted average remaining contractual life was 3.4 years and 2.8 years, respectively.

At September 30, 2018, unrecognized compensation expense related to non-vested stock option, SAR and ESPP grants totaled \$119.7 million. Such unrecognized expense will be amortized on a straight-line basis over a weighted average period of 2.3 years.

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
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**Restricted Stock and Restricted Stock Units.** Employees may be granted restricted (non-vested) stock and/or restricted stock units without cost to them. Stock-based compensation expense related to restricted stock and restricted stock units totaled \$17.5 million and \$15.8 million for the three months ended September 30, 2018 and 2017, respectively, and \$58.8 million and \$50.0 million for the nine months ended September 30, 2018 and 2017, respectively.

The following table sets forth restricted stock and restricted stock unit transactions for the nine-month periods ended September 30, 2018 and 2017 (shares and units in thousands):

	Nine Months Ended September 30, 2018		Nine Months Ended September 30, 2017	
	Number of Shares and Units	Weighted Average Grant Date Fair Value	Number of Shares and Units	Weighted Average Grant Date Fair Value
Outstanding at January 1	3,905	\$ 88.57	3,962	\$ 79.63
Granted	792	117.67	1,061	97.26
Released <sup>(1)</sup>	(708)	77.46	(837)	59.67
Forfeited	(150)	91.36	(190)	84.66
Outstanding at September 30 <sup>(2)</sup>	<u>3,839</u>	<u>\$ 96.52</u>	<u>3,996</u>	<u>\$ 88.25</u>

(1) The total intrinsic value of restricted stock and restricted stock units released for the nine months ended September 30, 2018 and 2017 was \$80.2 million and \$81.6 million, respectively. The intrinsic value is based upon the closing price of EOG's common stock on the date the restricted stock and restricted stock units are released.

(2) The total intrinsic value of restricted stock and restricted stock units outstanding at September 30, 2018 and 2017 was \$489.7 million and \$386.6 million, respectively.

At September 30, 2018, unrecognized compensation expense related to restricted stock and restricted stock units totaled \$194.5 million. Such unrecognized expense will be amortized on a straight-line basis over a weighted average period of 2.2 years.

**Performance Units and Performance Stock.** EOG has granted performance units and/or performance stock (collectively, Performance Awards) to its executive officers annually since 2012. As more fully discussed in the grant agreements, the performance metric applicable to the Performance Awards is EOG's total shareholder return over a three-year performance period relative to the total shareholder return of a designated group of peer companies (Performance Period). Upon the application of the performance multiple at the completion of the Performance Period, a minimum of 0% and a maximum of 200% of the Performance Awards granted could be outstanding. The fair value of the Performance Awards is estimated using a Monte Carlo simulation. Stock-based compensation expense related to the Performance Award grants totaled \$9.8 million and \$6.8 million for the three-month periods ended September 30, 2018 and 2017, respectively, and \$12.1 million and \$8.6 million for the nine-month periods ended September 30, 2018 and 2017, respectively.

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
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The following table sets forth the Performance Awards transactions for the nine-month periods ended September 30, 2018 and 2017 (units in thousands):

	<b>Nine Months Ended September 30, 2018</b>		<b>Nine Months Ended September 30, 2017</b>	
	<b>Number of Units</b>	<b>Weighted Average Price per Grant Date</b>	<b>Number of Units</b>	<b>Weighted Average Price per Grant Date</b>
Outstanding at January 1	502	\$ 90.96	545	\$ 80.92
Granted	107	127.00	78	96.29
Granted for Performance Multiple <sup>(1)</sup>	72	101.87	119	84.43
Released <sup>(2)</sup>	(148)	84.43	(240)	66.69
Forfeited	—	—	—	—
Outstanding at September 30 <sup>(3)</sup>	<u>533</u> <sup>(4)</sup>	<u>\$ 101.50</u>	<u>502</u>	<u>\$ 90.96</u>

(1) Upon completion of the Performance Period for the Performance Awards granted in 2014 and 2013, a performance multiple of 200% was applied to each of the grants resulting in additional grants of Performance Awards in February 2018 and February 2017, respectively.

(2) The total intrinsic value of Performance Awards released during the nine months ended September 30, 2018 and 2017 was approximately \$17.7 million and \$23.6 million, respectively. The intrinsic value is based upon the closing price of EOG's common stock on the date the Performance Awards are released.

(3) The total intrinsic value of Performance Awards outstanding at September 30, 2018 and 2017 was approximately \$68.0 million and \$48.6 million, respectively.

(4) Upon the application of the relevant performance multiple at the completion of each of the remaining Performance Periods, a minimum of 143,610 and a maximum of 921,940 Performance Awards could be outstanding.

At September 30, 2018, unrecognized compensation expense related to Performance Awards totaled \$11.0 million. Such unrecognized expense will be amortized on a straight-line basis over a weighted average period of 1.7 years.

### 3. Net Income Per Share

The following table sets forth the computation of Net Income Per Share for the three-month and nine-month periods ended September 30, 2018 and 2017 (in thousands, except per share data):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2018</b>	<b>2017</b>	<b>2018</b>	<b>2017</b>
Numerator for Basic and Diluted Earnings Per Share -				
Net Income	\$ 1,190,952	\$ 100,541	\$ 2,526,272	\$ 152,111
Denominator for Basic Earnings Per Share -				
Weighted Average Shares	577,254	574,783	576,431	574,370
Potential Dilutive Common Shares -				
Stock Options/SARs	1,432	1,451	1,317	1,518
Restricted Stock/Units and Performance Units/Stock	2,873	2,502	2,694	2,565
Denominator for Diluted Earnings Per Share -				
Adjusted Diluted Weighted Average Shares	<u>581,559</u>	<u>578,736</u>	<u>580,442</u>	<u>578,453</u>
Net Income Per Share				
Basic	<u>\$ 2.06</u>	<u>\$ 0.17</u>	<u>\$ 4.38</u>	<u>\$ 0.26</u>
Diluted	<u>\$ 2.05</u>	<u>\$ 0.17</u>	<u>\$ 4.35</u>	<u>\$ 0.26</u>

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(Unaudited)

The diluted earnings per share calculation excludes stock options and SARs that were anti-dilutive. Shares underlying the excluded stock options and SARs were 0.5 million and 4.2 million shares for the three months ended September 30, 2018 and 2017, respectively, and were 0.2 million and 3.6 million shares, respectively, for the nine months ended September 30, 2018 and 2017, respectively.

**4. Supplemental Cash Flow Information**

Net cash paid for interest and income taxes was as follows for the nine-month periods ended September 30, 2018 and 2017 (in thousands):

	Nine Months Ended September 30,	
	2018	2017
Interest <sup>(1)</sup>	\$ 172,076	\$ 202,320
Income Taxes, Net of Refunds Received	\$ 81,059	\$ 92,391

(1) Net of capitalized interest of \$18 million and \$21 million for the nine months ended September 30, 2018 and 2017, respectively.

EOG's accrued capital expenditures at September 30, 2018 and 2017 were \$702 million and \$545 million, respectively.

Non-cash investing activities for the nine months ended September 30, 2018, included additions of \$222 million to EOG's oil and gas properties as a result of property exchanges and an addition of \$49 million to EOG's other property, plant and equipment primarily in connection with a capital lease transaction in the Permian Basin. Non-cash investing activities for the nine months ended September 30, 2017, included additions of \$214 million to EOG's oil and gas properties as a result of property exchanges.

**5. Segment Information**

Selected financial information by reportable segment is presented below for the three-month and nine-month periods ended September 30, 2018 and 2017 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
<b>Operating Revenues and Other</b>				
United States	\$ 4,653,342	\$ 2,569,867	\$ 12,339,086	\$ 7,620,601
Trinidad	84,648	63,800	247,272	210,022
Other International <sup>(1)</sup>	43,634	11,177	114,505	37,258
Total	\$ 4,781,624	\$ 2,644,844	\$ 12,700,863	\$ 7,867,881
<b>Operating Income (Loss)</b>				
United States	\$ 1,458,641	\$ 207,173	\$ 3,251,377	\$ 457,018
Trinidad	48,988	21,739	117,106	70,512
Other International <sup>(1)</sup>	(942)	(14,076)	(22,277)	(77,040)
Total	1,506,687	214,836	3,346,206	450,490
<b>Reconciling Items</b>				
Other Income (Expense), Net	3,308	226	(4,516)	8,349
Interest Expense, Net	(63,632)	(69,082)	(189,032)	(211,010)
Income Before Income Taxes	\$ 1,446,363	\$ 145,980	\$ 3,152,658	\$ 247,829

(1) Other International primarily consists of EOG's United Kingdom, China and Canada operations.



**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(Unaudited)**

Total assets by reportable segment are presented below at September 30, 2018 and December 31, 2017 (in thousands):

	<b>At September 30, 2018</b>	<b>At December 31, 2017</b>
Total Assets		
United States	\$ 32,656,676	\$ 28,312,599
Trinidad	619,127	974,477
Other International <sup>(1)</sup>	361,933	546,002
Total	<u>\$ 33,637,736</u>	<u>\$ 29,833,078</u>

(1) Other International primarily consists of EOG's United Kingdom, China and Canada operations.

## 6. Asset Retirement Obligations

The following table presents the reconciliation of the beginning and ending aggregate carrying amounts of short-term and long-term legal obligations associated with the retirement of property, plant and equipment for the nine-month periods ended September 30, 2018 and 2017 (in thousands):

	<b>Nine Months Ended September 30,</b>	
	<b>2018</b>	<b>2017</b>
Carrying Amount at January 1	\$ 946,848	\$ 912,926
Liabilities Incurred	63,443	30,114
Liabilities Settled <sup>(1)</sup>	(15,319)	(53,638)
Accretion	27,306	25,963
Revisions	(39,137)	(1,791)
Foreign Currency Translations	(2,197)	16,902
Carrying Amount at September 30	<u>\$ 980,944</u>	<u>\$ 930,476</u>
Current Portion	\$ 18,209	\$ 23,606
Noncurrent Portion	\$ 962,735	\$ 906,870

(1) Includes settlements related to asset sales.

The current and noncurrent portions of EOG's asset retirement obligations are included in Current Liabilities - Other and Other Liabilities, respectively, on the Condensed Consolidated Balance Sheets.

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
**(Unaudited)**

**7. Exploratory Well Costs**

EOG's net changes in capitalized exploratory well costs for the nine-month period ended September 30, 2018, are presented below (in thousands):

	<b>Nine Months Ended September 30, 2018</b>
Balance at January 1	\$ 2,167
Additions Pending the Determination of Proved Reserves	6,497
Reclassifications to Proved Properties	(5,346)
Costs Charged to Expense	(433)
Balance at September 30	<u>\$ 2,885</u>

At September 30, 2018, all capitalized exploratory well costs had been capitalized for periods of less than one year.

**8. Commitments and Contingencies**

There are currently various suits and claims pending against EOG that have arisen in the ordinary course of EOG's business, including contract disputes, personal injury and property damage claims and title disputes. While the ultimate outcome and impact on EOG cannot be predicted, management believes that the resolution of these suits and claims will not, individually or in the aggregate, have a material adverse effect on EOG's consolidated financial position, results of operations or cash flow. EOG records reserves for contingencies when information available indicates that a loss is probable and the amount of the loss can be reasonably estimated.

**9. Pension and Postretirement Benefits**

EOG has defined contribution pension plans in place for most of its employees in the United States, Trinidad and the United Kingdom, and a defined benefit pension plan covering certain of its employees in Trinidad. For the nine months ended September 30, 2018 and 2017, EOG's total costs recognized for these pension plans were \$30 million and \$27 million, respectively. EOG also has postretirement medical and dental plans in place for eligible employees and their dependents in the United States and Trinidad, the costs of which are not material.

**10. Long-Term Debt and Common Stock**

**Long-Term Debt.** During the nine months ended September 30, 2018 and 2017, EOG utilized commercial paper borrowings, bearing market interest rates, for various corporate financing purposes. At September 30, 2018 and December 31, 2017, EOG had no outstanding commercial paper borrowings or uncommitted credit facility borrowings. The average borrowings outstanding under the commercial paper program were \$11 million and \$9 million during the nine months ended September 30, 2018 and 2017, respectively. The weighted average interest rate for commercial paper borrowings during the nine months ended September 30, 2018 and 2017, was 1.97% and 1.39%, respectively.

On October 1, 2018, EOG repaid upon maturity the \$350 million aggregate principal amount of its 6.875% Senior Notes due 2018.

EOG currently has a \$2.0 billion senior unsecured Revolving Credit Agreement (Agreement) with domestic and foreign lenders. The Agreement has a scheduled maturity date of July 21, 2020, and includes an option for EOG to extend, on up to two occasions, the term for successive one-year periods subject to certain terms and conditions. Advances under the Agreement will accrue interest based, at EOG's option, on either the London InterBank Offered Rate plus an applicable margin (Eurodollar rate) or the base rate (as defined in the Agreement) plus an applicable margin. At September 30, 2018 and December 31, 2017, there were no borrowings or letters of credit outstanding under the Agreement. The Eurodollar rate and applicable base rate, had there been any amounts borrowed under the Agreement at September 30, 2018, would have been 3.16% and 5.25%, respectively.

**Common Stock.** On August 2, 2018, EOG's Board of Directors increased the quarterly cash dividend on the common stock from the previous \$0.1850 per share to \$0.22 per share, effective beginning with the dividend to be paid on October 31, 2018, to stockholders of record as of October 17, 2018.

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
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**11. Fair Value Measurements**

As more fully discussed in Note 13 to the Consolidated Financial Statements included in EOG's 2017 Annual Report, certain of EOG's financial and nonfinancial assets and liabilities are reported at fair value on the Condensed Consolidated Balance Sheets. The following table provides fair value measurement information within the fair value hierarchy for certain of EOG's financial assets and liabilities carried at fair value on a recurring basis at September 30, 2018 and December 31, 2017 (in millions):

	<b>Fair Value Measurements Using:</b>			<b>Total</b>
	<b>Quoted Prices in Active Markets (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	<b>Significant Unobservable Inputs (Level 3)</b>	
<b>At September 30, 2018</b>				
Financial Assets:				
Crude Oil Basis Swaps	\$ —	\$ 35	\$ —	\$ 35
Financial Liabilities:				
Crude Oil Swaps	\$ —	\$ 159	\$ —	\$ 159
Crude Oil Basis Swaps	—	2	—	2
<b>At December 31, 2017</b>				
Financial Assets:				
Natural Gas Swaps	\$ —	\$ 2	\$ —	\$ 2
Natural Gas Options/Collars	—	6	—	6
Financial Liabilities:				
Crude Oil Swaps	\$ —	\$ 38	\$ —	\$ 38
Crude Oil Basis Swaps	—	19	—	19

The estimated fair value of commodity derivative contracts was based upon forward commodity price curves based on quoted market prices. Commodity derivative contracts were valued by utilizing an independent third-party derivative valuation provider who uses various types of valuation models, as applicable.

The initial measurement of asset retirement obligations at fair value is calculated using discounted cash flow techniques and based on internal estimates of future retirement costs associated with property, plant and equipment. Significant Level 3 inputs used in the calculation of asset retirement obligations include plugging costs and reserve lives. A reconciliation of EOG's asset retirement obligations is presented in Note 6.

Proved oil and gas properties and other assets with a carrying amount of \$165 million were written down to their fair value of \$131 million, resulting in pretax impairment charges of \$34 million for the nine months ended September 30, 2018. Included in the \$34 million pretax impairment charges are \$21 million for a commodity price-related write-down of other assets.

EOG utilized average prices per acre from comparable market transactions and estimated discounted cash flows as the basis for determining the fair value of unproved and proved properties, respectively, received in non-cash property exchanges. See Note 4.

**Fair Value of Debt.** At September 30, 2018 and December 31, 2017, EOG had outstanding \$6,390 million aggregate principal amount of senior notes, which had estimated fair values at such dates of approximately \$6,400 million and \$6,602 million, respectively. The estimated fair value of debt was based upon quoted market prices and, where such prices were not available, other observable (Level 2) inputs regarding interest rates available to EOG at the end of each respective period.

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
(Unaudited)

**12. Risk Management Activities**

**Commodity Price Risk.** As more fully discussed in Note 12 to the Consolidated Financial Statements included in EOG's 2017 Annual Report, EOG engages in price risk management activities from time to time. These activities are intended to manage EOG's exposure to fluctuations in commodity prices for crude oil and natural gas. EOG utilizes financial commodity derivative instruments, primarily price swap, option, swaption, collar and basis swap contracts, as a means to manage this price risk. EOG has not designated any of its financial commodity derivative contracts as accounting hedges and, accordingly, accounts for financial commodity derivative contracts using the mark-to-market accounting method.

**Commodity Derivative Contracts.** Prices received by EOG for its crude oil production generally vary from U.S. New York Mercantile Exchange (NYMEX) West Texas Intermediate prices due to adjustments for delivery location (basis) and other factors. EOG has entered into crude oil basis swap contracts in order to fix the differential between pricing in Midland, Texas, and Cushing, Oklahoma (Midland Differential). Presented below is a comprehensive summary of EOG's Midland Differential basis swap contracts for the nine months ended September 30, 2018. The weighted average price differential expressed in dollars per barrel (\$/Bbl) represents the amount of reduction to Cushing, Oklahoma, prices for the notional volumes expressed in barrels per day (Bbl) covered by the basis swap contracts.

**Midland Differential Basis Swap Contracts**

	<b>Volume (Bbl)</b>	<b>Weighted Average Price Differential (\$/Bbl)</b>
<b>2018</b>		
January 1, 2018 through October 31, 2018 (closed)	15,000	\$ 1.063
November 1, 2018 through December 31, 2018	15,000	1.063

<b>2019</b>		
January 1, 2019 through December 31, 2019	20,000	\$ 1.075

EOG has also entered into crude oil basis swap contracts in order to fix the differential between pricing in the U.S. Gulf Coast and Cushing, Oklahoma (Gulf Coast Differential). Presented below is a comprehensive summary of EOG's Gulf Coast Differential basis swap contracts for the nine months ended September 30, 2018. The weighted average price differential expressed in \$/Bbl represents the amount of addition to Cushing, Oklahoma, prices for the notional volumes expressed in Bbl covered by the basis swap contracts.

**Gulf Coast Differential Basis Swap Contracts**

	<b>Volume (Bbl)</b>	<b>Weighted Average Price Differential (\$/Bbl)</b>
<b>2018</b>		
January 1, 2018 through September 30, 2018 (closed)	37,000	\$ 3.818
October 2018 (closed)	52,000	3.911
November 1, 2018 through December 31, 2018	52,000	3.911

<b>2019</b>		
January 1, 2019 through December 31, 2019	10,000	\$ 5.558

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Continued)**  
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Presented below is a comprehensive summary of EOG's crude oil price swap contracts for the nine months ended September 30, 2018, with notional volumes expressed in Bbl and prices expressed in \$/Bbl.

**Crude Oil Price Swap Contracts**

	<u>Volume (Bbl)</u>	<u>Weighted Average Price (\$/Bbl)</u>
<u>2018</u>		
January 1, 2018 through September 30, 2018 (closed)	134,000	\$ 60.04
October 1, 2018 through December 31, 2018	134,000	60.04

Presented below is a comprehensive summary of EOG's natural gas price swap contracts for the nine months ended September 30, 2018, with notional volumes expressed in million British thermal units (MMBtu) per day (MMBtud) and prices expressed in dollars per MMBtu (\$/MMBtu).

**Natural Gas Price Swap Contracts**

	<u>Volume (MMBtud)</u>	<u>Weighted Average Price (\$/MMBtu)</u>
<u>2018</u>		
March 1, 2018 through October 31, 2018 (closed)	35,000	\$ 3.00
November 2018	35,000	3.00

EOG has sold call options which establish a ceiling price for the sale of notional volumes of natural gas as specified in the call option contracts. The call options require that EOG pay the difference between the call option strike price and either the average or last business day NYMEX Henry Hub natural gas price for the contract month (Henry Hub Index Price) in the event the Henry Hub Index Price is above the call option strike price.

In addition, EOG has purchased put options which establish a floor price for the sale of notional volumes of natural gas as specified in the put option contracts. The put options grant EOG the right to receive the difference between the put option strike price and the Henry Hub Index Price in the event the Henry Hub Index Price is below the put option strike price. Presented below is a comprehensive summary of EOG's natural gas call and put option contracts for the nine months ended September 30, 2018, with notional volumes expressed in MMBtud and prices expressed in \$/MMBtu.

**Natural Gas Option Contracts**

	<u>Call Options Sold</u>		<u>Put Options Purchased</u>	
	<u>Volume (MMBtud)</u>	<u>Weighted Average Price (\$/MMBtu)</u>	<u>Volume (MMBtud)</u>	<u>Weighted Average Price (\$/MMBtu)</u>
<u>2018</u>				
March 1, 2018 through October 31, 2018 (closed)	120,000	\$ 3.38	96,000	\$ 2.94
November 2018	120,000	3.38	96,000	2.94

**EOG RESOURCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – (Concluded)**  
**(Unaudited)**

The following table sets forth the amounts and classification of EOG's outstanding financial derivative instruments at September 30, 2018 and December 31, 2017. Certain amounts may be presented on a net basis on the Condensed Consolidated Financial Statements when such amounts are with the same counterparty and subject to a master netting arrangement (in millions):

Description	Location on Balance Sheet	Fair Value at	
		September 30, 2018	December 31, 2017
<b>Asset Derivatives</b>			
Crude oil and natural gas derivative contracts -			
Current portion	Assets from Price Risk Management Activities	\$ 2	\$ 8
Noncurrent portion	Other Assets	5	—
<b>Liability Derivatives</b>			
Crude oil and natural gas derivative contracts -			
Current portion	Liabilities from Price Risk Management Activities <sup>(1)</sup>	\$ 133	\$ 50
Noncurrent portion	Other Liabilities	—	7

(1) The current portion of Liabilities from Price Risk Management Activities consists of gross liabilities of \$161 million, partially offset by gross assets of \$28 million at September 30, 2018, and gross liabilities of \$55 million, partially offset by gross assets of \$5 million at December 31, 2017.

**Credit Risk.** Notional contract amounts are used to express the magnitude of a financial derivative. The amounts potentially subject to credit risk, in the event of nonperformance by the counterparties, are equal to the fair value of such contracts (see Note 11). EOG evaluates its exposure to significant counterparties on an ongoing basis, including those arising from physical and financial transactions. In some instances, EOG renegotiates payment terms and/or requires collateral, parent guarantees or letters of credit to minimize credit risk.

All of EOG's derivative instruments are covered by International Swap Dealers Association Master Agreements (ISDAs) with counterparties. The ISDAs may contain provisions that require EOG, if it is the party in a net liability position, to post collateral when the amount of the net liability exceeds the threshold level specified for EOG's then-current credit ratings. In addition, the ISDAs may also provide that as a result of certain circumstances, including certain events that cause EOG's credit ratings to become materially weaker than its then-current ratings, the counterparty may require all outstanding derivatives under the ISDAs to be settled immediately. See Note 11 for the aggregate fair value of all derivative instruments that were in a net liability position at September 30, 2018 and December 31, 2017. EOG had no collateral posted and held no collateral at September 30, 2018 and December 31, 2017.

### 13. Acquisitions and Divestitures

During the nine months ended September 30, 2018, EOG recognized a net gain on asset dispositions of \$95 million, primarily due to non-cash property exchanges in Texas, New Mexico and Wyoming and received proceeds of approximately \$12 million. Additionally, in the third quarter of 2018, EOG's wholly-owned subsidiary signed a share purchase and sale agreement for the sale of all of its interest in EOG Resources United Kingdom Limited, which is expected to close in the fourth quarter of 2018. At September 30, 2018, the book value of the assets held for sale and the related liabilities were \$235 million and \$65 million, respectively. During the nine months ended September 30, 2017, EOG recognized a net loss on asset dispositions of \$(34) million and received proceeds of approximately \$192 million primarily from the sale of producing assets, unproved leasehold and other property, plant and equipment in Oklahoma and Texas.

## PART I. FINANCIAL INFORMATION

### ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS EOG RESOURCES, INC.

#### Overview

EOG Resources, Inc., together with its subsidiaries (collectively, EOG), is one of the largest independent (non-integrated) crude oil and natural gas companies in the United States with proved reserves in the United States, Trinidad, the United Kingdom and China. EOG operates under a consistent business and operational strategy that focuses predominantly on maximizing the rate of return on investment of capital by controlling operating and capital costs and maximizing reserve recoveries. Pursuant to this strategy, each prospective drilling location is evaluated by its estimated rate of return. This strategy is intended to enhance the generation of cash flow and earnings from each unit of production on a cost-effective basis, allowing EOG to deliver long-term production growth while maintaining a strong balance sheet. EOG implements its strategy by emphasizing the drilling of internally generated prospects in order to find and develop low-cost reserves. Maintaining the lowest possible operating cost structure that is consistent with efficient, safe and environmentally responsible operations is also an important goal in the implementation of EOG's strategy.

*United States.* EOG's efforts to identify plays with large reserve potential have proven to be successful. EOG continues to drill numerous wells in large acreage plays, which in the aggregate have contributed substantially to, and are expected to continue to contribute substantially to, EOG's crude oil and liquids-rich natural gas production. EOG has placed an emphasis on applying its horizontal drilling and completion expertise to unconventional crude oil and liquids-rich reservoirs.

Crude oil, natural gas liquids (NGLs) and natural gas prices have been volatile, and this volatility is expected to continue. As a result of the many uncertainties associated with the world political environment, worldwide supplies of, and demand for, crude oil and condensate, NGLs and natural gas and the availability of other energy supplies, EOG is unable to predict what changes may occur in crude oil and condensate, NGLs, and natural gas prices in the future. The market prices of crude oil and condensate, NGLs and natural gas in 2018 will continue to impact the amount of cash generated from EOG's operating activities, which will in turn impact EOG's financial position and results of operations. For the first nine months of 2018, the average U.S. New York Mercantile Exchange (NYMEX) crude oil and natural gas prices were \$66.79 per barrel and \$2.86 per million British thermal units (MMBtu), respectively, representing an increase of 35% and a decrease of 8%, respectively, from the average NYMEX prices for the same period in 2017. Market prices for NGLs are influenced by crude oil prices and the composition of NGL production, including ethane, propane and butane, among others. Based on its 2018 drilling and completion plans, EOG expects 2018 total production and total crude oil production to increase as compared to 2017.

During the first nine months of 2018, EOG continued to focus on increasing drilling, completion and operating efficiencies gained in prior years. In addition, EOG continued to evaluate certain potential crude oil and liquids-rich natural gas exploration and development prospects and to look for opportunities to add drilling inventory through leasehold acquisitions, farm-ins, exchanges or tactical acquisitions. On a volumetric basis, as calculated using the ratio of 1.0 barrel of crude oil and condensate or NGLs to 6.0 thousand cubic feet of natural gas, crude oil and condensate and NGL production accounted for approximately 77% of EOG's United States production during both the first nine months of 2018 and 2017. During the first nine months of 2018, EOG's drilling and completion activities occurred primarily in the Eagle Ford play, Delaware Basin play and Rocky Mountain area. EOG's major producing areas in the United States are in New Mexico, North Dakota, Texas and Wyoming.

*Trinidad.* In Trinidad, EOG continues to deliver natural gas and crude oil and condensate under existing supply contracts. Several fields in the South East Coast Consortium (SECC) Block, Modified U(a) Block, Block 4(a), Modified U(b) Block, the Banyan Field and the Sercan Area have been developed and are producing natural gas, which is sold to the National Gas Company of Trinidad and Tobago Limited and its subsidiary (NGC), and crude oil and condensate, which is sold to the Petroleum Company of Trinidad and Tobago Limited. EOG has completed seismic surveys in the SECC Block and will continue to process that data through the remainder of 2018.

*Other International.* In the United Kingdom, EOG produces crude oil from its 100% working interest East Irish Sea Conwy Development project. In the third quarter of 2018, EOG's wholly-owned subsidiary signed a share purchase and sale agreement for the sale of all of its interest in EOG Resources United Kingdom Limited, which is expected to close in the fourth quarter of 2018.

In the Sichuan Basin, Sichuan Province, China, EOG constructed a new gas gathering line and completed the last previously-drilled well of a 2017 five-well development program in the Bajiaochang Field. The natural gas from the Bajiaochang Field is sold under a long-term contract to PetroChina Company Limited. EOG commenced a seven-well drilling program during the third quarter of 2018 and completed one of these wells in October 2018. This drilling program is expected to continue.

EOG continues to evaluate other select crude oil and natural gas opportunities outside the United States primarily by pursuing exploitation opportunities in countries where indigenous crude oil and natural gas reserves have been identified.

*Capital Structure.* One of management's key strategies is to maintain a strong balance sheet with a consistently below average debt-to-total capitalization ratio as compared to those in EOG's peer group. EOG's debt-to-total capitalization ratio was 26% at September 30, 2018 and 28% at December 31, 2017. As used in this calculation, total capitalization represents the sum of total current and long-term debt and total stockholders' equity.

On October 1, 2018, EOG repaid upon maturity the \$350 million aggregate principal amount of its 6.875% Senior Notes due 2018.

Total anticipated 2018 capital expenditures are estimated to range from approximately \$5.8 billion to \$6.0 billion, excluding acquisitions and non-cash transactions. The majority of 2018 expenditures will be focused on United States crude oil activities. EOG has significant flexibility with respect to financing alternatives, including borrowings under its commercial paper program and other uncommitted credit facilities, bank borrowings, borrowings under its \$2.0 billion senior unsecured revolving credit facility, joint development agreements and similar arrangements and equity and debt offerings.

Management continues to believe EOG has one of the strongest prospect inventories in EOG's history. When it fits EOG's strategy, EOG will make acquisitions that bolster existing drilling programs or offer incremental exploration and/or production opportunities.



## Results of Operations

The following review of operations for the three months and nine months ended September 30, 2018 and 2017 should be read in conjunction with the Condensed Consolidated Financial Statements of EOG and notes thereto included in this Quarterly Report on Form 10-Q.

### *Three Months Ended September 30, 2018 vs. Three Months Ended September 30, 2017*

**Operating Revenues.** During the third quarter of 2018, operating revenues increased \$2,137 million, or 81%, to \$4,782 million from \$2,645 million for the same period of 2017. Total wellhead revenues, which are revenues generated from sales of EOG's production of crude oil and condensate, NGLs and natural gas, for the third quarter of 2018 increased \$1,470 million, or 79%, to \$3,321 million from \$1,851 million for the same period of 2017. EOG recognized net losses on the mark-to-market of financial commodity derivative contracts of \$52 million for the third quarter of 2018 compared to net losses of \$7 million for the same period of 2017. Gathering, processing and marketing revenues for the third quarter of 2018 increased \$577 million, or 74%, to \$1,361 million from \$784 million for the same period of 2017. Net gains on asset dispositions were \$116 million for the third quarter of 2018 compared to net losses of \$8 million for the same period of 2017.

Wellhead volume and price statistics for the three-month periods ended September 30, 2018 and 2017 were as follows:

	Three Months Ended September 30,	
	2018	2017
<b>Crude Oil and Condensate Volumes (MBbld) <sup>(1)</sup></b>		
United States	409.2	327.1
Trinidad	0.8	0.8
Other International <sup>(2)</sup>	5.0	—
Total	415.0	327.9
<b>Average Crude Oil and Condensate Prices (\$/Bbl) <sup>(3)</sup></b>		
United States	\$ 69.53	\$ 48.06
Trinidad	61.71	39.42
Other International <sup>(2)</sup>	72.81	—
Composite	69.55	48.11
<b>Natural Gas Liquids Volumes (MBbld) <sup>(1)</sup></b>		
United States	127.8	87.4
Other International <sup>(2)</sup>	—	—
Total	127.8	87.4
<b>Average Natural Gas Liquids Prices (\$/Bbl) <sup>(3)</sup></b>		
United States	\$ 30.09	\$ 22.38
Other International <sup>(2)</sup>	—	—
Composite	30.09	22.38
<b>Natural Gas Volumes (MMcfd) <sup>(1)</sup></b>		
United States	948	748
Trinidad	260	323
Other International <sup>(2)</sup>	28	25
Total	1,236	1,096
<b>Average Natural Gas Prices (\$/Mcf) <sup>(3)</sup></b>		
United States	\$ 2.67	\$ 2.20
Trinidad	2.88	2.04
Other International <sup>(2)</sup>	3.83	3.74
Composite	2.74 <sup>(4)</sup>	2.19
<b>Crude Oil Equivalent Volumes (MBoed) <sup>(5)</sup></b>		
United States	695.0	539.2
Trinidad	44.1	54.6
Other International <sup>(2)</sup>	9.7	4.3
Total	748.8	598.1
Total MMBoe <sup>(5)</sup>	68.9	55.0

(1) Thousand barrels per day or million cubic feet per day, as applicable.

(2) Other International includes EOG's United Kingdom, China and Canada operations.

(3) Dollars per barrel or per thousand cubic feet, as applicable. Excludes the impact of financial commodity derivative instruments (see Note 12 to the Condensed Consolidated Financial Statements).

(4) Includes a positive revenue adjustment of \$0.49 per Mcf related to the adoption of ASU 2014-09, "Revenue From Contracts with Customers" (ASU 2014-09) (see Note 1 to the Condensed Consolidated Financial Statements). In connection with the adoption of ASU 2014-09, EOG presents natural gas processing fees relating to certain processing and marketing agreements as Gathering and Processing Costs, instead of as a deduction to Natural Gas revenues.

(5) Thousand barrels of oil equivalent per day or million barrels of oil equivalent, as applicable; includes crude oil and condensate, NGLs and natural gas. Crude oil equivalent volumes are determined using a ratio of 1.0 barrel of crude oil and condensate or NGLs to 6.0 thousand cubic feet of natural gas. MMBoe is calculated by multiplying the MBoed amount by the number of days in the period and then dividing that amount by one thousand.



Wellhead crude oil and condensate revenues for the third quarter of 2018 increased \$1,204 million, or 83%, to \$2,655 million from \$1,451 million for the same period of 2017. The increase was due to a higher composite wellhead crude oil and condensate price (\$819 million) and an increase of 87 MBbld, or 27%, in wellhead crude oil and condensate production (\$385 million). Increased production was primarily due to increases in the Permian Basin and the Eagle Ford. EOG's composite wellhead crude oil and condensate price for the third quarter of 2018 increased 45% to \$69.55 per barrel compared to \$48.11 per barrel for the same period of 2017.

NGL revenues for the third quarter of 2018 increased \$174 million, or 96%, to \$354 million from \$180 million for the same period of 2017 due to a higher composite average price (\$91 million) and an increase of 40 MBbld, or 46%, in production (\$83 million). Increased production was primarily in the Permian Basin and the Eagle Ford. EOG's composite NGL price for the third quarter of 2018 increased 34% to \$30.09 per barrel compared to \$22.38 per barrel for the same period of 2017.

Wellhead natural gas revenues for the third quarter of 2018 increased \$92 million, or 41%, to \$312 million from \$220 million for the same period of 2017. The increase was due to a higher composite wellhead natural gas price (\$63 million) and an increase in natural gas deliveries (\$28 million). Natural gas deliveries for the third quarter of 2018 increased 140 MMcfd, or 13%, compared to the same period of 2017 due primarily to higher deliveries in the United States primarily resulting from increased production of associated natural gas from the Permian Basin and the Eagle Ford and higher natural gas volumes from the Marcellus Shale, partially offset by lower natural gas deliveries in Trinidad. EOG's composite wellhead natural gas price for the third quarter of 2018 increased 25% to \$2.74 per Mcf compared to \$2.19 per Mcf for the same period of 2017. This increase in composite wellhead natural gas prices includes a positive revenue adjustment of \$0.49 per Mcf related to the adoption of ASU 2014-09.

During the third quarter of 2018, EOG recognized net losses on the mark-to-market of financial commodity derivative contracts of \$52 million compared to \$7 million for the same period of 2017. During the third quarter of 2018, net cash paid for settlements of financial commodity derivative contracts was \$92 million compared to net cash received of \$2 million for the same period of 2017.

Gathering, processing and marketing revenues are revenues generated from sales of third-party crude oil, NGLs and natural gas, as well as fees associated with processing and gathering third-party natural gas and revenues from sales of EOG-owned sand. Purchases and sales of third-party crude oil and natural gas may be utilized in order to balance firm transportation capacity with production in certain areas and to utilize excess capacity at EOG-owned facilities. EOG sells sand in order to balance the timing of firm purchase agreements with completion operations and to utilize excess capacity at EOG-owned facilities. Marketing costs represent the costs to purchase third-party crude oil, natural gas and sand and the associated transportation costs as well as costs associated with EOG-owned sand sold to third parties.

Gathering, processing and marketing revenues less marketing costs for the third quarter of 2018 increased \$43 million as compared to the same period of 2017 primarily due to higher margins on crude oil marketing activities.

**Operating and Other Expenses.** For the third quarter of 2018, operating expenses of \$3,275 million were \$845 million higher than the \$2,430 million incurred during the third quarter of 2017. The following table presents the costs per barrel of oil equivalent (Boe) for the three-month periods ended September 30, 2018 and 2017:

	<b>Three Months Ended September 30,</b>	
	<b>2018</b>	<b>2017</b>
Lease and Well	\$ 4.67	\$ 4.58
Transportation Costs	2.85	3.34
Depreciation, Depletion and Amortization (DD&A) -		
Oil and Gas Properties	12.89	14.87
Other Property, Plant and Equipment	0.44	0.51
General and Administrative (G&A)	1.62	2.03
Interest Expense, Net	0.92	1.26
<b>Total <sup>(1)</sup></b>	<b>\$ 23.39</b>	<b>\$ 26.59</b>

(1) Total excludes gathering and processing costs, exploration costs, dry hole costs, impairments, marketing costs and taxes other than income.

The primary factors impacting the cost components of per-unit rates of lease and well, transportation costs, DD&A and net interest expense for the three months ended September 30, 2018, compared to the same period of 2017, are set forth below. See "Operating Revenues" above for a discussion of wellhead volumes.

Lease and well expenses include expenses for EOG-operated properties, as well as expenses billed to EOG from other operators where EOG is not the operator of a property. Lease and well expenses can be divided into the following categories: costs to operate and maintain crude oil and natural gas wells, the cost of workovers and lease and well administrative expenses. Operating and maintenance costs include, among other things, pumping services, salt water disposal, equipment repair and maintenance, compression expense, lease upkeep and fuel and power. Workovers are operations to restore or maintain production from existing wells.

Each of these categories of costs individually fluctuates from time to time as EOG attempts to maintain and increase production while maintaining efficient, safe and environmentally responsible operations. EOG continues to increase its operating activities by drilling new wells in existing and new areas. Operating and maintenance costs within these existing and new areas, as well as the costs of services charged to EOG by vendors, fluctuate over time.

Lease and well expenses of \$322 million for the third quarter of 2018 increased \$70 million from \$252 million for the same prior year period primarily due to increased operating and maintenance costs (\$44 million), workover expenditures (\$19 million) and lease and well administrative expenses (\$14 million), all in the United States, partially offset by decreased operating and maintenance costs in the United Kingdom (\$6 million). Lease and well expenses increased in the United States primarily due to increased operating activities resulting in increased production.

Transportation costs represent costs associated with the delivery of hydrocarbon products from the lease to a downstream point of sale. Transportation costs include transportation fees, the cost of compression (the cost of compressing natural gas to meet pipeline pressure requirements), the cost of dehydration (the cost associated with removing water from natural gas to meet pipeline requirements), gathering fees and fuel costs.

Transportation costs of \$196 million for the third quarter of 2018 increased \$12 million from \$184 million for the same prior year period primarily due to increased transportation costs in the Permian Basin (\$33 million), partially offset by decreased transportation costs in the Barnett Shale (\$11 million), the Rocky Mountain area (\$5 million) and the Eagle Ford (\$4 million).

DD&A of the cost of proved oil and gas properties is calculated using the unit-of-production method. EOG's DD&A rate and expense are the composite of numerous individual DD&A group calculations. There are several factors that can impact EOG's composite DD&A rate and expense, such as field production profiles, drilling or acquisition of new wells, disposition of existing wells and reserve revisions (upward or downward) primarily related to well performance, economic factors and impairments. Changes to these factors may cause EOG's composite DD&A rate and expense to fluctuate from period to period. DD&A of the cost of other property, plant and equipment is generally calculated using the straight-line depreciation method over the useful lives of the assets.

DD&A expenses for the third quarter of 2018 increased \$72 million to \$918 million from \$846 million for the same prior year period. DD&A expenses associated with oil and gas properties for the third quarter of 2018 were \$70 million higher than the same prior year period. The increase primarily reflects increased production in the United States (\$224 million), partially offset by decreased unit rates in the United States (\$155 million). DD&A unit rates in the United States decreased primarily due to upward reserve revisions and reserves added at lower cost as a result of increased efficiencies from drilling and completions operations.

Interest expense, net of \$64 million for the third quarter of 2018 decreased \$5 million compared to the same prior year period primarily due to repayment in September 2017 of the \$600 million aggregate principal amount of 5.875% Senior Notes due 2017.

Gathering and processing costs represent operating and maintenance expenses and administrative expenses associated with operating EOG's gathering and processing assets and, beginning January 1, 2018, natural gas processing fees from third parties. EOG pays third parties to process a portion of its natural gas production to extract NGLs. See Note 1 to the Condensed Consolidated Financial Statements for discussion related to EOG's adoption of ASU 2014-09.

Gathering and processing costs increased \$81 million to \$114 million for the third quarter of 2018 compared to \$33 million for the same prior year period primarily due to the adoption of ASU 2014-09 (\$57 million) and increased operating costs in the United Kingdom (\$21 million) and the Permian Basin (\$7 million), partially offset by decreased operating costs in the Barnett Shale (\$7 million).

Impairments include amortization of unproved oil and gas property costs as well as impairments of proved oil and gas properties; other property, plant and equipment; and other assets. Unproved properties with acquisition costs that are not individually significant are aggregated, and the portion of such costs estimated to be nonproductive is amortized over the remaining lease term. Unproved properties with individually significant acquisition costs are reviewed individually for impairment. When circumstances indicate that a proved property may be impaired, EOG compares expected undiscounted future cash flows at a DD&A group level to the unamortized capitalized cost of the asset. If the expected undiscounted future cash flows are lower than the unamortized capitalized cost, the capitalized cost is reduced to fair value. Fair value is generally calculated by using the Income Approach described in the Fair Value Measurement Topic of the Financial Accounting Standards Board's Accounting Standards Codification. In certain instances, EOG utilizes accepted offers from third-party purchasers as the basis for determining fair value.

Impairments of \$45 million for the third quarter of 2018 were \$9 million lower than impairments for the same prior year period primarily due to decreased amortization of unproved property costs in the United States, which was caused by a decrease in EOG's estimates of undeveloped properties not expected to be developed before lease expiration. EOG recorded impairments of proved properties, other property, plant and equipment and other assets of \$1 million and \$3 million for the third quarter of 2018 and 2017, respectively.

Taxes other than income include severance/production taxes, ad valorem/property taxes, payroll taxes, franchise taxes and other miscellaneous taxes. Severance/production taxes are generally determined based on wellhead revenues, and ad valorem/property taxes are generally determined based on the valuation of the underlying assets.

Taxes other than income for the third quarter of 2018 increased \$83 million to \$209 million (6.3% of wellhead revenues) compared to \$126 million (6.8% of wellhead revenues) for the same prior year period. The increase in taxes other than income was primarily due to increases in severance/production taxes in the United States as a result of increased wellhead revenues (\$68 million) and increased ad valorem/property taxes in the United States (\$13 million).

EOG recognized an income tax provision of \$255 million for the third quarter of 2018 compared to an income tax provision of \$45 million in the third quarter of 2017, primarily due to an increase in pretax income. The net effective tax rate for 2018 decreased to 18% from 31% in 2017. The lower effective tax rate is mostly due to the reduction in the U.S. federal statutory tax rate to 21% in 2018 from 35% in 2017 and an overall net tax benefit from certain tax reform measurement-period adjustments primarily related to the repatriation tax, partially offset by a reduction in tax benefits from stock-based compensation.

*Nine Months Ended September 30, 2018 vs. Nine Months Ended September 30, 2017*

**Operating Revenues.** During the first nine months of 2018, operating revenues increased \$4,833 million, or 61%, to \$12,701 million from \$7,868 million for the same period of 2017. Total wellhead revenues for the first nine months of 2018 increased \$3,426 million, or 62%, to \$8,908 million from \$5,482 million for the same period of 2017. During the first nine months of 2018, EOG recognized net losses on the mark-to-market of financial commodity derivative contracts of \$298 million compared to net gains of \$65 million for the same period of 2017. Gathering, processing and marketing revenues for the first nine months of 2018 increased \$1,609 million, or 70%, to \$3,899 million from \$2,290 million for the same period of 2017. Net gains on asset dispositions were \$95 million for the first nine months of 2018 compared to net losses of \$34 million for the same period of 2017.

Wellhead volume and price statistics for the nine-month periods ended September 30, 2018 and 2017 were as follows:

	Nine Months Ended September 30,	
	2018	2017
<b>Crude Oil and Condensate Volumes (MBbld)</b>		
United States	382.9	324.3
Trinidad	0.8	0.8
Other International	4.1	1.0
Total	387.8	326.1
<b>Average Crude Oil and Condensate Prices (\$/Bbl) <sup>(1)</sup></b>		
United States	\$ 67.35	\$ 48.61
Trinidad	58.91	40.24
Other International	71.83	51.55
Composite	67.38	48.60
<b>Natural Gas Liquids Volumes (MBbld)</b>		
United States	113.9	84.3
Other International	—	—
Total	113.9	84.3
<b>Average Natural Gas Liquids Prices (\$/Bbl)</b>		
United States	\$ 27.71	\$ 20.87
Other International	—	—
Composite	27.71	20.87
<b>Natural Gas Volumes (MMcfd)</b>		
United States	905	744
Trinidad	278	317
Other International	31	22
Total	1,214	1,083
<b>Average Natural Gas Prices (\$/Mcf) <sup>(1)</sup></b>		
United States	\$ 2.66	\$ 2.22
Trinidad	2.91	2.33
Other International	4.10	3.72
Composite	2.75 <sup>(2)</sup>	2.28
<b>Crude Oil Equivalent Volumes (MBoed)</b>		
United States	647.6	532.6
Trinidad	47.2	53.6
Other International	9.2	4.8
Total	704.0	591.0
Total MMBoe	192.2	161.3

(1) Excludes the impact of financial commodity derivative instruments (see Note 12 to the Condensed Consolidated Financial Statements).

(2) Includes a positive revenue adjustment of \$0.43 per Mcf related to the adoption of ASU 2014-09 (see Note 1 to the Condensed Consolidated Financial Statements). In connection with the adoption of ASU 2014-09, EOG presents natural gas processing fees relating to certain processing and marketing agreements as Gathering and Processing Costs, instead of as a deduction to Natural Gas revenues.



Wellhead crude oil and condensate revenues for the first nine months of 2018 increased \$2,807 million, or 65%, to \$7,134 million from \$4,327 million for the same period of 2017 due to a higher composite wellhead crude oil and condensate price (\$1,989 million) and an increase of 62 MBbld, or 19%, in wellhead crude oil and condensate production (\$818 million). Increased production was primarily due to increases in the Permian Basin and the Eagle Ford. EOG's composite wellhead crude oil and condensate price for the first nine months of 2018 increased 39% to \$67.38 per barrel compared to \$48.60 per barrel for the same period of 2017.

NGL revenues for the first nine months of 2018 increased \$382 million, or 80%, to \$862 million from \$480 million for the same period of 2017 due to a higher composite average price (\$213 million) and an increase of 30 MBbld, or 35%, in NGL deliveries (\$169 million) primarily in the Permian Basin and the Eagle Ford. EOG's composite NGL price for the first nine months of 2018 increased 33% to \$27.71 per barrel compared to \$20.87 per barrel for the same period of 2017.

Wellhead natural gas revenues for the first nine months of 2018 increased \$237 million, or 35%, to \$912 million from \$675 million for the same period of 2017. The increase was due to a higher composite wellhead natural gas price (\$156 million) and an increase in natural gas deliveries (\$81 million). Natural gas deliveries for the first nine months of 2018 increased 131 MMcfd, or 12%, compared to the same period of 2017 due primarily to higher deliveries in the United States resulting from increased production of associated natural gas from the Permian Basin and the Eagle Ford and higher natural gas volumes from the Marcellus Shale, partially offset by lower natural gas deliveries in Trinidad. EOG's composite wellhead natural gas price for the first nine months of 2018 increased 21% to \$2.75 per Mcf compared to \$2.28 per Mcf for the same period of 2017. The increase in composite wellhead natural gas prices includes a positive revenue adjustment of \$0.43 per Mcf related to the adoption of ASU 2014-09.

During the first nine months of 2018, EOG recognized net losses on the mark-to-market of financial commodity derivative contracts of \$298 million compared to net gains of \$65 million for the same period of 2017. During the first nine months of 2018, net cash paid for settlements of financial commodity derivative contracts was \$180 million compared to net cash received for settlements of financial commodity derivative contracts of \$5 million for the same period of 2017. The net cash received for financial commodity derivative contracts during the first nine months of 2017 included certain early-terminated crude oil price swaps.

Gathering, processing and marketing revenues less marketing costs for the first nine months of 2018 increased \$76 million as compared to the same period of 2017 primarily due to higher margins on crude oil marketing activities.

**Operating and Other Expenses.** For the first nine months of 2018, operating expenses of \$9,355 million were \$1,938 million higher than the \$7,417 million incurred during the same period of 2017. The following table presents the costs per Boe for the nine-month periods ended September 30, 2018 and 2017:

	Nine Months Ended September 30,	
	2018	2017
Lease and Well	\$ 4.87	\$ 4.73
Transportation Costs	2.87	3.40
DD&A -		
Oil and Gas Properties	12.64	15.14
Other Property, Plant and Equipment	0.45	0.53
G&A	1.61	1.97
Interest Expense, Net	0.98	1.31
<b>Total <sup>(1)</sup></b>	<b>\$ 23.42</b>	<b>\$ 27.08</b>

(1) Total excludes gathering and processing costs, exploration costs, dry hole costs, impairments, marketing costs and taxes other than income.

The primary factors impacting the cost components of per-unit rates of lease and well, DD&A, G&A and net interest expense for the nine months ended September 30, 2018, compared to the same period of 2017 are set forth below. See "Operating Revenues" above for a discussion of wellhead volumes.

Lease and well expenses of \$936 million for the first nine months of 2018 increased \$173 million from \$763 million for the same prior year period primarily due to higher operating and maintenance costs (\$122 million), higher workover expenditures (\$34 million) and higher lease and well administrative costs (\$28 million), all in the United States, partially offset by lower operating and maintenance costs in the United Kingdom (\$13 million). Lease and well expenses increased in the United States primarily due to increased operating activities resulting in increased production.

DD&A expenses for the first nine months of 2018 decreased \$13 million to \$2,515 million from \$2,528 million for the same prior year period. DD&A expenses associated with oil and gas properties for the first nine months of 2018 were \$14 million lower than the same prior year period. The decrease primarily reflects decreased unit rates in the United States (\$522 million), partially offset by increased production in the United States (\$501 million). DD&A unit rates in the United States decreased primarily due to upward reserve revisions and reserves added at lower cost as a result of increased efficiencies from drilling and completions operations.

G&A expenses of \$310 million for the first nine months of 2018 decreased \$7 million from \$317 million for the same prior year period primarily due to decreased professional, legal and other services (\$17 million), partially offset by increased employee-related expenses (\$7 million) and information systems costs (\$6 million).

Interest expense, net of \$189 million for the first nine months of 2018 decreased \$22 million compared to the same prior year period primarily due to repayment in September 2017 of the \$600 million aggregate principal amount of 5.875% Senior Notes due 2017.

Gathering and processing costs of \$325 million for the first nine months of 2018 increased \$219 million compared to the same prior year period primarily due to the adoption of ASU 2014-09 (\$147 million) and increased operating costs in the Eagle Ford (\$26 million), the Permian Basin (\$25 million) and the United Kingdom (\$21 million).

Exploration costs of \$115 million for the first nine months of 2018 decreased \$7 million from \$122 million for the same prior year period primarily due to decreased geological and geophysical costs in the United States.

Impairments of \$161 million for the first nine months of 2018 were \$165 million lower than impairments for the same prior year period primarily due to decreased impairments of proved properties and other assets in the United States (\$129 million) and decreased amortization of unproved property costs in the United States (\$34 million), which was caused by a decrease in EOG's estimates of undeveloped properties not expected to be developed before lease expiration. For the first nine months of 2017, proved property and other asset impairments in the United States were primarily related to the sale of legacy natural gas assets. EOG recorded impairments of proved properties, other property, plant and equipment and other assets of \$34 million and \$165 million for the first nine months of 2018 and 2017, respectively.

Taxes other than income for the first nine months of 2018 increased \$196 million to \$582 million (6.5% of wellhead revenues) from \$386 million (7.0% of wellhead revenues) for the same prior year period. The increase in taxes other than income was primarily due to increased severance/production taxes in the United States as a result of increased wellhead revenues (\$171 million) and increased ad valorem/property taxes in the United States (\$17 million).

Other expense of \$5 million for the first nine months of 2018 increased \$13 million compared to other income of \$8 million for the same prior year period primarily due to an increase in foreign currency exchange losses.

EOG recognized an income tax provision of \$626 million for the first nine months of 2018 compared to an income tax provision of \$96 million for the same period in 2017, primarily due to an increase in pretax income. The net effective tax rate for the first nine months of 2018 decreased to 20% from 39% for the first nine months of 2017. The lower effective tax rate is primarily due to the reduction in the U.S. federal statutory tax rate to 21% in 2018 from 35% in 2017 and foreign income in the United Kingdom for which no taxes are recorded due to valuation allowances, partially offset by a reduction in tax benefits from stock-based compensation.

## Capital Resources and Liquidity

**Cash Flow.** The primary sources of cash for EOG during the nine months ended September 30, 2018, were funds generated from operations. The primary uses of cash were funds used in operations; exploration and development expenditures; dividend payments to stockholders; other property, plant and equipment expenditures; and purchases of treasury stock in connection with stock compensation plans. During the first nine months of 2018, EOG's cash balance increased \$440 million to \$1,274 million from \$834 million at December 31, 2017.

Net cash provided by operating activities of \$5,683 million for the first nine months of 2018 increased \$2,745 million compared to the same period of 2017 primarily due to an increase in wellhead revenues (\$3,426 million) and favorable changes in gathering, processing and marketing revenues less marketing costs (\$76 million), net cash paid for interest (\$30 million) and net cash paid for income taxes (\$11 million), partially offset by increases in cash operating expenses (\$556 million) and net cash paid for settlements of commodity derivative contracts (\$185 million) and an unfavorable change in working capital (\$132 million).

Net cash used in investing activities of \$4,878 million for the first nine months of 2018 increased by \$2,123 million compared to the same period of 2017 due to an increase in additions to oil and gas properties (\$1,644 million), an unfavorable change in components of working capital associated with investing activities (\$216 million), a decrease in proceeds from the sales of assets (\$180 million), and an increase in additions to other property, plant and equipment (\$63 million).

Net cash used in financing activities of \$363 million for the first nine months of 2018 included cash dividend payments (\$311 million) and purchases of treasury stock in connection with stock compensation plans (\$59 million), partially offset by proceeds from stock options exercised and employee stock purchase plan activity (\$12 million). Net cash used in financing activities of \$933 million for the first nine months of 2017 included repayments of long-term debt (\$600 million), cash dividend payments (\$289 million) and purchases of treasury stock in connection with stock compensation plans (\$50 million).

**Total Expenditures.** For the year 2018, EOG's budget for exploration and development and other property, plant and equipment expenditures is approximately \$5.8 billion to \$6.0 billion, excluding acquisitions and non-cash transactions. The table below sets out components of total expenditures for the nine-month periods ended September 30, 2018 and 2017 (in millions):

<u>Expenditure Category</u>	<b>Nine Months Ended September 30,</b>	
	<b>2018</b>	<b>2017</b>
Capital		
Exploration and Development Drilling	\$ 3,843	\$ 2,297
Facilities	518	456
Leasehold Acquisitions <sup>(1)</sup>	331	360
Property Acquisitions <sup>(2)</sup>	79	10
Capitalized Interest	18	21
Subtotal	4,789	3,144
Exploration Costs	115	122
Dry Hole Costs	5	—
Exploration and Development Expenditures	4,909	3,266
Asset Retirement Costs	42	43
<b>Total Exploration and Development Expenditures</b>	<b>4,951</b>	<b>3,309</b>
Other Property, Plant and Equipment <sup>(3)</sup>	251	140
<b>Total Expenditures</b>	<b>\$ 5,202</b>	<b>\$ 3,449</b>

(1) Leasehold acquisitions included \$162 million and \$214 million for the nine-month periods ended September 30, 2018 and 2017, respectively, related to non-cash property exchanges.

(2) Property acquisitions included \$60 million for the nine-month period ended September 30, 2018 related to non-cash property exchanges.

(3) Other property, plant and equipment included \$49 million of non-cash additions for the nine-month period ended September 30, 2018, primarily related to a capital lease transaction in the Permian Basin.

Exploration and development expenditures of \$4,909 million for the first nine months of 2018 were \$1,643 million higher than the same period of 2017 primarily due to increased exploration and drilling expenditures in the United States (\$1,644 million), increased property acquisitions (\$69 million) and increased facilities expenditures (\$62 million), partially offset by decreased exploration and drilling expenditures in Trinidad (\$96 million), decreased leasehold acquisitions (\$29 million) and decreased geological and geophysical expenditures (\$15 million). Exploration and development expenditures for the first nine months of 2018 of \$4,909 million consisted of \$4,353 million in development drilling and facilities, \$459 million in exploration, \$79 million in property acquisitions and \$18 million in capitalized interest. Exploration and development expenditures for the first nine months of 2017 of \$3,266 million consisted of \$2,734 million in development drilling and facilities, \$501 million in exploration, \$21 million in capitalized interest and \$10 million in property acquisitions.

The level of exploration and development expenditures, including acquisitions, will vary in future periods depending on energy market conditions and other economic factors. EOG has significant flexibility with respect to financing alternatives and the ability to adjust its exploration and development expenditure budget as circumstances warrant. While EOG has certain continuing commitments associated with expenditure plans related to its operations, such commitments are not expected to be material when considered in relation to the total financial capacity of EOG.

**Commodity Derivative Transactions.** As more fully discussed in Note 12 to the Consolidated Financial Statements included in EOG's Annual Report on Form 10-K for the year ended December 31, 2017, filed on February 27, 2018, EOG engages in price risk management activities from time to time. These activities are intended to manage EOG's exposure to fluctuations in commodity prices for crude oil and natural gas. EOG utilizes financial commodity derivative instruments, primarily price swap, option, swaption, collar and basis swap contracts, as a means to manage this price risk. EOG has not designated any of its financial commodity derivative contracts as accounting hedges and, accordingly, accounts for financial commodity derivative contracts using the mark-to-market accounting method. Under this accounting method, changes in the fair value of outstanding financial instruments are recognized as gains or losses in the period of change and are recorded as Gains (Losses) on Mark-to-Market Commodity Derivative Contracts on the Condensed Consolidated Statements of Income and Comprehensive Income. The related cash flow impact is reflected in Cash Flows from Operating Activities on the Condensed Consolidated Statements of Cash Flows.

The total fair value of EOG's commodity derivative contracts was reflected on the Condensed Consolidated Balance Sheets at September 30, 2018, as a net liability of \$126 million.

Prices received by EOG for its crude oil production generally vary from NYMEX West Texas Intermediate prices due to adjustments for delivery location (basis) and other factors. EOG has entered into crude oil basis swap contracts in order to fix the differential between pricing in Midland, Texas, and Cushing, Oklahoma (Midland Differential). Presented below is a comprehensive summary of EOG's Midland Differential basis swap contracts through October 26, 2018. The weighted average price differential expressed in dollars per barrel (\$/Bbl) represents the amount of reduction to Cushing, Oklahoma, prices for the notional volumes expressed in barrels per day (Bbld) covered by the basis swap contracts.

#### Midland Differential Basis Swap Contracts

	Volume (Bbld)	Weighted Average Price Differential (\$/Bbl)
<b>2018</b>		
January 1, 2018 through November 30, 2018 (closed)	15,000	\$ 1.063
December 2018	15,000	1.063
<b>2019</b>		
January 1, 2019 through December 31, 2019	20,000	\$ 1.075

EOG has also entered into crude oil basis swap contracts in order to fix the differential between pricing in the U.S. Gulf Coast and Cushing, Oklahoma (Gulf Coast Differential). Presented below is a comprehensive summary of EOG's Gulf Coast Differential basis swap contracts through October 26, 2018. The weighted average price differential expressed in \$/Bbl represents the amount of addition to Cushing, Oklahoma, prices for the notional volumes expressed in Bbl covered by the basis swap contracts.

#### Gulf Coast Differential Basis Swap Contracts

	Volume (Bbl)	Weighted Average Price Differential (\$/Bbl)
<u>2018</u>		
January 1, 2018 through September 30, 2018 (closed)	37,000	\$ 3.818
October 1, 2018 through November 30, 2018 (closed)	52,000	3.911
December 2018	52,000	3.911
<u>2019</u>		
January 1, 2019 through December 31, 2019	13,000	\$ 5.572

Presented below is a comprehensive summary of EOG's crude oil price swap contracts through October 26, 2018, with notional volumes expressed in Bbl and prices expressed in \$/Bbl.

#### Crude Oil Price Swap Contracts

	Volume (Bbl)	Weighted Average Price (\$/Bbl)
<u>2018</u>		
January 1, 2018 through September 30, 2018 (closed)	134,000	\$ 60.04
October 1, 2018 through December 31, 2018	134,000	60.04

Presented below is a comprehensive summary of EOG's natural gas price swap contracts through October 26, 2018, with notional volumes expressed in million British thermal units (MMBtu) per day (MMBtud) and prices expressed in dollars per MMBtu (\$/MMBtu).

#### Natural Gas Price Swap Contracts

	Volume (MMBtud)	Weighted Average Price (\$/MMBtu)
<u>2018</u>		
March 1, 2018 through October 31, 2018 (closed)	35,000	\$ 3.00
November 2018	35,000	3.00

EOG has sold call options which establish a ceiling price for the sale of notional volumes of natural gas as specified in the call option contracts. The call options require that EOG pay the difference between the call option strike price and either the average or last business day NYMEX Henry Hub natural gas price for the contract month (Henry Hub Index Price) in the event the Henry Hub Index Price is above the call option strike price.

In addition, EOG has purchased put options which establish a floor price for the sale of notional volumes of natural gas as specified in the put option contracts. The put options grant EOG the right to receive the difference between the put option strike price and the Henry Hub Index Price in the event the Henry Hub Index Price is below the put option strike price. Presented below is a comprehensive summary of EOG's natural gas call and put option contracts through October 26, 2018, with notional volumes expressed in MMBtud and prices expressed in \$/MMBtu.

**Natural Gas Option Contracts**

	Call Options Sold		Put Options Purchased	
	Volume (MMBtud)	Weighted Average Price (\$/MMBtu)	Volume (MMBtud)	Weighted Average Price (\$/MMBtu)
<u>2018</u>				
March 1, 2018 through October 31, 2018 (closed)	120,000	\$ 3.38	96,000	\$ 2.94
November 2018	120,000	3.38	96,000	2.94

## Information Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements, other than statements of historical facts, including, among others, statements and projections regarding EOG's future financial position, operations, performance, business strategy, returns, budgets, reserves, levels of production, costs and asset sales, statements regarding future commodity prices and statements regarding the plans and objectives of EOG's management for future operations, are forward-looking statements. EOG typically uses words such as "expect," "anticipate," "estimate," "project," "strategy," "intend," "plan," "target," "aims," "goal," "may," "will," "should" and "believe" or the negative of those terms or other variations or comparable terminology to identify its forward-looking statements. In particular, statements, express or implied, concerning EOG's future operating results and returns or EOG's ability to replace or increase reserves, increase production, reduce or otherwise control operating and capital costs, generate income or cash flows, pay down indebtedness or pay and/or increase dividends are forward-looking statements. Forward-looking statements are not guarantees of performance. Although EOG believes the expectations reflected in its forward-looking statements are reasonable and are based on reasonable assumptions, no assurance can be given that these assumptions are accurate or that any of these expectations will be achieved (in full or at all) or will prove to have been correct. Moreover, EOG's forward-looking statements may be affected by known, unknown or currently unforeseen risks, events or circumstances that may be outside EOG's control. Important factors that could cause EOG's actual results to differ materially from the expectations reflected in EOG's forward-looking statements include, among others:

- the timing, extent and duration of changes in prices for, supplies of, and demand for, crude oil and condensate, natural gas liquids, natural gas and related commodities;
- the extent to which EOG is successful in its efforts to acquire or discover additional reserves;
- the extent to which EOG is successful in its efforts to economically develop its acreage in, produce reserves and achieve anticipated production levels from, and maximize reserve recovery from, its existing and future crude oil and natural gas exploration and development projects;
- the extent to which EOG is successful in its efforts to market its crude oil and condensate, natural gas liquids, natural gas and related commodity production;
- the availability, proximity and capacity of, and costs associated with, appropriate gathering, processing, compression, transportation and refining facilities;
- the availability, cost, terms and timing of issuance or execution of, and competition for, mineral licenses and leases and governmental and other permits and rights-of-way, and EOG's ability to retain mineral licenses and leases;
- the impact of, and changes in, government policies, laws and regulations, including tax laws and regulations; environmental, health and safety laws and regulations relating to air emissions, disposal of produced water, drilling fluids and other wastes, hydraulic fracturing and access to and use of water; laws and regulations imposing conditions or restrictions on drilling and completion operations and on the transportation of crude oil and natural gas; laws and regulations with respect to derivatives and hedging activities; and laws and regulations with respect to the import and export of crude oil, natural gas and related commodities;
- EOG's ability to effectively integrate acquired crude oil and natural gas properties into its operations, fully identify existing and potential problems with respect to such properties and accurately estimate reserves, production and costs with respect to such properties;
- the extent to which EOG's third-party-operated crude oil and natural gas properties are operated successfully and economically;
- competition in the oil and gas exploration and production industry for the acquisition of licenses, leases and properties, employees and other personnel, facilities, equipment, materials and services;
- the availability and cost of employees and other personnel, facilities, equipment, materials (such as water) and services;
- the accuracy of reserve estimates, which by their nature involve the exercise of professional judgment and may therefore be imprecise;
- weather, including its impact on crude oil and natural gas demand, and weather-related delays in drilling and in the installation and operation (by EOG or third parties) of production, gathering, processing, refining, compression and transportation facilities;
- the ability of EOG's customers and other contractual counterparties to satisfy their obligations to EOG and, related thereto, to access the credit and capital markets to obtain financing needed to satisfy their obligations to EOG;
- EOG's ability to access the commercial paper market and other credit and capital markets to obtain financing on terms it deems acceptable, if at all, and to otherwise satisfy its capital expenditure requirements;
- the extent to which EOG is successful in its completion of planned asset dispositions;
- the extent and effect of any hedging activities engaged in by EOG;
- the timing and extent of changes in foreign currency exchange rates, interest rates, inflation rates, global and domestic financial market conditions and global and domestic general economic conditions;

- political conditions and developments around the world (such as political instability and armed conflict), including in the areas in which EOG operates;
- the use of competing energy sources and the development of alternative energy sources;
- the extent to which EOG incurs uninsured losses and liabilities or losses and liabilities in excess of its insurance coverage;
- acts of war and terrorism and responses to these acts;
- physical, electronic and cyber security breaches; and
- the other factors described under ITEM 1A, Risk Factors, on pages 14 through 23 of EOG's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, and any updates to those factors set forth in EOG's subsequent Quarterly Reports on Form 10-Q or Current Reports on Form 8-K.

In light of these risks, uncertainties and assumptions, the events anticipated by EOG's forward-looking statements may not occur, and, if any of such events do, we may not have anticipated the timing of their occurrence or the duration and extent of their impact on our actual results. Accordingly, you should not place any undue reliance on any of EOG's forward-looking statements. EOG's forward-looking statements speak only as of the date made, and EOG undertakes no obligation, other than as required by applicable law, to update or revise its forward-looking statements, whether as a result of new information, subsequent events, anticipated or unanticipated circumstances or otherwise.



## **PART I. FINANCIAL INFORMATION**

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK EOG RESOURCES, INC.**

EOG's exposure to commodity price risk, interest rate risk and foreign currency exchange rate risk is discussed in (i) the "Derivative Transactions," "Financing," "Foreign Currency Exchange Rate Risk" and "Outlook" sections of "Management's Discussion and Analysis of Financial Condition and Results of Operations - Capital Resources and Liquidity" on pages 42 through 45 of EOG's Annual Report on Form 10-K for the year ended December 31, 2017, filed on February 27, 2018 (EOG's 2017 Annual Report); and (ii) Note 12, "Risk Management Activities," to EOG's Consolidated Financial Statements on pages F-30 through F-33 of EOG's 2017 Annual Report. There have been no material changes in this information. For additional information regarding EOG's financial commodity derivative contracts and physical commodity contracts, see (i) Note 12, "Risk Management Activities," to EOG's Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q; (ii) "Management's Discussion and Analysis of Financial Condition and Results of Operations - Results of Operations - Operating Revenues" in this Quarterly Report on Form 10-Q; and (iii) "Management's Discussion and Analysis of Financial Condition and Results of Operations - Capital Resources and Liquidity - Commodity Derivative Transactions" in this Quarterly Report on Form 10-Q.

### **ITEM 4. CONTROLS AND PROCEDURES EOG RESOURCES, INC.**

**Disclosure Controls and Procedures.** EOG's management, with the participation of EOG's principal executive officer and principal financial officer, evaluated the effectiveness of EOG's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (Exchange Act)) as of the end of the period covered by this Quarterly Report on Form 10-Q (Evaluation Date). Based on this evaluation, EOG's principal executive officer and principal financial officer have concluded that EOG's disclosure controls and procedures were effective as of the Evaluation Date in ensuring that information that is required to be disclosed in the reports EOG files or furnishes under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the United States Securities and Exchange Commission's rules and forms and (ii) accumulated and communicated to EOG's management, as appropriate, to allow timely decisions regarding required disclosure.

**Internal Control Over Financial Reporting.** There were no changes in EOG's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act) that occurred during the quarterly period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, EOG's internal control over financial reporting.

## PART II. OTHER INFORMATION

### EOG RESOURCES, INC.

#### ITEM 1. LEGAL PROCEEDINGS

See Part I, Item 1, Note 8 to Condensed Consolidated Financial Statements, which is incorporated herein by reference.

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

The following table sets forth, for the periods indicated, EOG's share repurchase activity:

<b>Period</b>	<b>Total Number of Shares Purchased <sup>(1)</sup></b>	<b>Average Price Paid Per Share</b>	<b>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</b>	<b>Maximum Number of Shares that May Yet Be Purchased Under The Plans or Programs <sup>(2)</sup></b>
July 1, 2018 - July 31, 2018	14,941	\$ 126.48	—	6,386,200
August 1, 2018 - August 31, 2018	46,082	122.64	—	6,386,200
September 1, 2018 - September 30, 2018	157,146	120.37	—	6,386,200
<b>Total</b>	<b>218,169</b>	<b>121.27</b>	<b>—</b>	

(1) The 218,169 total shares for the quarter ended September 30, 2018, and the 499,650 total shares for the nine months ended September 30, 2018, consist solely of shares that were withheld by or returned to EOG (i) in satisfaction of tax withholding obligations that arose upon the exercise of employee stock options or stock-settled stock appreciation rights or the vesting of restricted stock, restricted stock unit, or performance unit grants or (ii) in payment of the exercise price of employee stock options. These shares do not count against the 10 million aggregate share repurchase authorization by EOG's Board of Directors (Board) discussed below.

(2) In September 2001, the Board authorized the repurchase of up to 10 million shares of EOG's common stock. During the third quarter of 2018, EOG did not repurchase any shares under the Board-authorized repurchase program.

#### ITEM 4. MINE SAFETY DISCLOSURES

The information concerning mine safety violations and other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K (17 CFR 229.104) is included in Exhibit 95 to this Quarterly Report on Form 10-Q.

## ITEM 6. EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
10.1	- <a href="#"><u>Form of Restricted Stock Award Agreement for Amended and Restated EOG Resources, Inc. 2008 Omnibus Equity Compensation Plan (applicable to annual grants made effective September 27, 2018 and subsequent grants).</u></a>
10.2	- <a href="#"><u>Form of Restricted Stock Unit Award Agreement for Amended and Restated EOG Resources, Inc. 2008 Omnibus Equity Compensation Plan (applicable to annual grants made effective September 27, 2018 and subsequent grants).</u></a>
10.3	- <a href="#"><u>Form of Performance Unit Award Agreement for Amended and Restated EOG Resources, Inc. 2008 Omnibus Equity Compensation Plan (applicable to annual grants made effective September 27, 2018 and subsequent grants).</u></a>
31.1	- <a href="#"><u>Section 302 Certification of Periodic Report of Principal Executive Officer.</u></a>
31.2	- <a href="#"><u>Section 302 Certification of Periodic Report of Principal Financial Officer.</u></a>
32.1	- <a href="#"><u>Section 906 Certification of Periodic Report of Principal Executive Officer.</u></a>
32.2	- <a href="#"><u>Section 906 Certification of Periodic Report of Principal Financial Officer.</u></a>
95	- <a href="#"><u>Mine Safety Disclosure Exhibit.</u></a>
*101.INS	- XBRL Instance Document.
*101.SCH	- XBRL Schema Document.
*101.CAL	- XBRL Calculation Linkbase Document.
*101.DEF	- XBRL Definition Linkbase Document.
*101.LAB	- XBRL Label Linkbase Document.
*101.PRE	- XBRL Presentation Linkbase Document.

\*Attached as Exhibit 101 to this report are the following documents formatted in XBRL (Extensible Business Reporting Language): (i) the Condensed Consolidated Statements of Income and Comprehensive Income - Three and Nine Months Ended September 30, 2018 and 2017, (ii) the Condensed Consolidated Balance Sheets - September 30, 2018 and December 31, 2017, (iii) the Condensed Consolidated Statements of Cash Flows - Nine Months Ended September 30, 2018 and 2017 and (iv) the Notes to Condensed Consolidated Financial Statements.

## SIGNATURES

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

EOG RESOURCES, INC.  
(Registrant)

Date: November 1, 2018

By: /s/ TIMOTHY K. DRIGGERS  
Timothy K. Driggers  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer and Duly Authorized Officer)

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## Section 2: EX-10.1 (RESTRICTED STOCK AWARD AGREEMENT)

### Exhibit 10.1

**This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.**

### EOG RESOURCES, INC. RESTRICTED STOCK AWARD AGREEMENT

**Grantee:** [NAME] [OPTIONEE ID]

Congratulations! If you accept the terms of this Agreement, you will be granted an Award of EOG Resources, Inc. Restricted Stock as follows:

Date of Grant:	<b>[GRANT DATE]</b>
Shares of Restricted Stock granted under this Award:	<b>[NUMBER OF SHARES]</b>
Vesting Date:	<b>Third anniversary of Date of Grant</b>

If you accept the terms of this Agreement, the Compensation Committee of the Board of EOG Resources, Inc. (the "Company") hereby grants to you, the above-named Grantee, effective as of the Date of Grant set forth above, a Restricted Stock Award (the "Award") in accordance with the terms set forth below.

**General.** This Restricted Stock Award Agreement (this "Agreement") is governed by the terms and conditions of the Amended and Restated EOG Resources, Inc. 2008 Omnibus Equity Compensation Plan (as may be amended from time to time, the "Plan"), which is hereby made a part of this Agreement. All capitalized terms that are not defined in this Agreement have the meanings ascribed to them under the Plan. Under the terms of this Agreement and the Plan, a Restricted Stock book entry will be maintained by the Company (or its agent) until you become vested in the shares of Restricted Stock. You will have voting rights with respect to the shares of Restricted Stock.

**Vesting.** Assuming your continuous employment with the Company or an Affiliate, this Award shall vest on the Vesting

Date and the shares of Restricted Stock shall be released on the first business day following the Vesting Date (or as soon as administratively practicable thereafter).

**Termination of Employment.** In the event of Involuntary Termination for performance reasons, Termination for Cause, or voluntary termination prior to the Vesting Date, all shares of Restricted Stock awarded hereunder shall be forfeited and canceled. Further, if your employment with the Company or an Affiliate is otherwise terminated prior to the Vesting Date, this Award shall terminate and all shares of Restricted Stock awarded hereunder shall be forfeited and canceled, except as provided below.

Due to Death or Disability. If your employment with the Company or an Affiliate terminates due to death or Disability prior to the Vesting Date, all forfeiture restrictions on the shares of Restricted Stock awarded hereunder shall lapse and all shares shall be released to you as soon as administratively practicable following the effective date of such termination (but no later than 60 days following such date).

Due to Retirement After Age 62. If your employment with the Company or an Affiliate terminates prior to the Vesting Date due to Retirement after attaining age 62 with at least five years of service with the Company, all forfeiture restrictions on the shares of Restricted Stock awarded hereunder shall lapse and all shares shall be released to you as soon as administratively practicable following the later of the expiration of your Notice Period (as defined below) or the effective date of your Retirement (but no later than 60 days following such date).

Due to Retirement Prior to Age 62. If your employment with the Company or an Affiliate terminates voluntarily prior to the Vesting Date and your termination is designated in writing by the Company as a Company-approved Retirement prior to age 62 with at least five years of service with the Company, subject to such restrictions as the Company may impose (including, but not limited to, a post-employment six-month noncompetition

agreement), for each whole year that has passed prior to your Retirement date since the Date of Grant set forth above, 33% of the shares of Restricted Stock awarded hereunder shall be released to you six months following the effective date of such Company-approved Retirement unless you violate the provisions of any restrictive covenants to which you are subject (including those set forth in any post-employment non-competition agreement between you and the Company), in which case, under the terms of this Agreement, all shares of Restricted Stock shall be forfeited and canceled.

**Due to Involuntary Termination for Other than Performance Reasons.** In the event of Involuntary Termination for any reason other than performance reasons prior to the Vesting Date, for each whole year that has passed prior to the effective date of your Involuntary Termination since the Date of Grant set forth above, 33% of the shares of Restricted Stock awarded hereunder shall be released to you as soon as administratively practicable following the effective date of such Involuntary Termination (but no later than 60 days following such date).

**Vesting Upon a Change in Control.** Upon a Change in Control of the Company (as defined in the Plan) prior to the Vesting Date, all forfeiture restrictions on the shares of Restricted Stock awarded hereunder shall lapse effective as of the effective date of the Change in Control of the Company, and all shares shall be released to you as soon as administratively practicable following the effective date of the Change in Control of the Company (but no later than 60 days following such date).

**Dividends.** Pursuant to Section 7.5 of the Plan, (i) dividends on unvested shares of Restricted Stock shall accrue and be credited by the Company for your benefit, and (ii) such dividends shall not be paid to you until (and to the extent) you become vested in the related shares of Restricted Stock and shall be forfeited in the event of (and to the extent of) the forfeiture and cancellation of the related shares of Restricted Stock pursuant to this Agreement.

**Delivery of Documents.** By accepting the terms of this Agreement, you consent to the electronic delivery of documents related to your current or future participation in the Plan (including the Plan documents; this Agreement; any other prospectus or other documents describing the terms and conditions of the Plan and this Award; and the Company's then-most recent annual report to stockholders, Annual Report on Form 10-K and definitive proxy statement), and you acknowledge that such electronic delivery may be made by the Company, in its sole discretion, by one or more of the following methods: (i) the posting of such documents on the Company's intranet website or external website; (ii) the posting of such documents on the UBS Financial Services, Inc. website; (iii) the delivery of such documents via the UBS Financial Services, Inc. website; (iv) the posting of such documents to another Company intranet website or third party internet website accessible by you; or (v) delivery via electronic mail, by attaching such documents to such electronic email and/or including a link to such documents on a Company intranet website or external website or third party internet website accessible by you. Notwithstanding the foregoing, you also acknowledge that the Company may, in its sole discretion (and as an alternative to, or in addition to, electronic delivery) deliver a paper copy of any such documents to you. You further acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost to you by contacting the Company (Attention: Human Resources Department) by telephone or in writing.

**Notice of Termination of Employment.** By accepting the terms of this Agreement, you agree that your employment with the Company may be terminated at any time either by you or the Company, at will and with or without cause. However, you agree that you will provide the Company with advance written notice ("Written Notice") of your departure from the Company. The Written Notice must be provided **at least 14 days** prior to terminating your employment with the Company unless the reason for the termination of your employment is Retirement, then, the Written Notice must be provided **at least 30 days prior** to terminating your employment with the Company (in either case, the "Notice Period").

**Written Notice Requirements.** If you have accepted an offer of employment or offer to associate with any business or venture or have received such an offer that you may accept, your Written Notice must provide the name of such business or venture, your new position's job title, and a description of your duties in the new position. If in the opinion of the Company, in its sole discretion, your work for such business or venture may result in your use of the Company's confidential or proprietary information; if your Written Notice does not provide the name of the business or venture with which you have accepted an offer of employment or offer to associate or from which you have received

such an offer that you plan to accept; or if an extension is necessary to ensure business continuity; the Company may give you written notice requiring that the Notice Period be extended to a maximum of 60 days. The Company has a Written Notice form that you must complete and return to the Company's Chief Human Resources Officer, the Vice President or General Manager to whom you report, or any executive officer of the Company. The Company will mail or deliver any Notice Period extension to your last known address within 14 days of receipt of your Written Notice.

**Continued Employment During the Notice Period.** During the Notice Period, you will remain an employee of the Company, and you may be required to continue the duties of your employment or assist the Company in transferring your responsibilities to an employee or other person designated by the Company. You shall remain available to meet with Company representatives. Further, you agree that during the Notice Period, the Company may, in its sole discretion, (a) limit you from your active duties and responsibilities, in whole or in part; (b) limit your access to the Company's facilities; (c) limit your communications with the Company's other employees, vendors, customers, or competitors; and (d) limit your access to the Company's information systems and documents.

**Compensation and Benefits During the Notice Period.** During the Notice Period, the Company will continue to pay you your regular salary, less any applicable withholdings, and you may continue to participate in benefits in which you are enrolled.

**Full Time and Attention.** You agree to devote your full time and attention during normal working hours to the service of the Company. You shall not engage in any business or secondary employment that interferes with your obligations and responsibilities to the Company. Outside work must not be done on Company time and must not involve the use of Company resources. You further agree that during your employment with the Company you will not (1) engage in any business competitive with the business conducted by the Company; (2) render advice or services to, or otherwise assist, any other person, association, or entity who is engaged, directly or indirectly, in any business competitive with the business conducted by the Company; or (3) induce any employee of the Company to terminate employment with the Company or hire or assist in the hiring of any such employee by any person, association, or entity not affiliated with the Company.

**Confidentiality.** You agree to maintain the confidentiality of confidential or proprietary information entrusted to you by the Company or others with whom the Company does business, both during and after the termination of your employment with the Company. Confidential information includes all non-public information that might be of use to competitors, or harmful to the Company or others with whom the Company does business, if disclosed. It also includes non-public information that vendors, customers and other companies have entrusted to the Company. Proprietary information includes seismic, geological and geophysical data, prospect and trend information, intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as exploration, production and marketing plans, engineering and manufacturing ideas, designs, databases, records, salary and employee performance information and any unpublished financial data and reports. Unauthorized use or distribution of this information is a violation of Company policy. Such information is to be used solely for Company purposes and never for the private gain of a director, officer or employee (or any member of his or her family), or any third party.

**Non-Solicitation Following Termination of Employment.** You agree that if your employment with the Company terminates for any reason, for 365 days following your termination of employment, you will not hire, attempt to hire, or knowingly solicit for employment any person (1) who is employed at the Company or (2) who was employed by the Company during the 60 days prior to the termination of your employment.

**Material Terms.** You understand and agree that the provisions of this Agreement titled Notice of Termination of Employment, Continued Employment During the Notice Period, Full Time and Attention, Confidentiality, and Non-Solicitation Following Termination of Employment are material provisions of this Agreement, without which EOG would not have made the Award, and that a breach of the terms and conditions of any of those provisions will be considered a material breach of this Agreement, entitling the Company to the return of the consideration given to you for entering into this Agreement, and that the Company would be irreparably harmed by your failure to fully comply with these provisions.

**Choice-of-law.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by, and shall be construed and interpreted according to, the laws of the State of Texas, without reference to any conflicts of law principles that would operate to make the internal laws of any other jurisdiction applicable.

**Exclusive Venue.** You further agree that the exclusive venues for any dispute arising out of or related to this Agreement are the state courts in Harris County, Texas and you further agree to submit to the jurisdiction of those courts in any such dispute.

Except as provided herein, this Agreement does not amend the terms and conditions of your current employment. To read and print the applicable plan or document, select the appropriate link below:

- Annual Report
- Proxy Statement
- Amended and Restated EOG Resources, Inc. 2008 Omnibus Equity Compensation Plan
- Written Notice form

As part of your acceptance of this Agreement, you also agree to adhere to Company policies, including those listed below, some of which have terms or provisions that apply beyond the term of your employment with the Company.

- Code of Business Conduct and Ethics
- Conflicts of Interest Policy
- Policy on Confidential Information
- Policy on Inventions
- Information Systems Security Policy

By accepting this Agreement, you acknowledge that you have read and agree to all of the terms and conditions set forth above. If you decide to reject the terms and conditions of this Agreement, you will decline your right to the Award, and it may be cancelled.

You are advised to print a copy of this Agreement for your records and reference.

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## **Section 3: EX-10.2 (RESTRICTED STOCK UNIT AWARD AGREEMENT)**

### **Exhibit 10.2**

**This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.**

#### **EOG RESOURCES, INC. RESTRICTED STOCK UNIT AWARD AGREEMENT**

**Grantee:** [NAME] [OPTIONEE ID]

Congratulations! If you accept the terms of this Agreement, you will be granted an Award of EOG Resources, Inc. Restricted Stock Units as follows:

Date of Grant:	<b>[GRANT DATE]</b>
Restricted Stock Units granted under this Award:	<b>[NUMBER OF UNITS]</b>
Vesting Date:	<b>Third anniversary of Date of Grant</b>

If you accept the terms of this Agreement, the Compensation Committee of the Board of EOG Resources, Inc. (the



“Company”) hereby grants to you, the above-named Grantee, effective as of the Date of Grant set forth above, a Restricted Stock Unit Award (the “Award”) in accordance with the terms set forth below.

**General.** This Restricted Stock Unit Award Agreement (this “Agreement”) is governed by the terms and conditions of the Amended and Restated EOG Resources, Inc. 2008 Omnibus Equity Compensation Plan (as may be amended from time to time, the “Plan”), which is hereby made a part of this Agreement. All capitalized terms that are not defined in this Agreement have the meanings ascribed to them under the Plan. Under the terms of this Agreement and the Plan, a Restricted Stock Unit ledger account will be maintained by the Company (or its agent) until you become vested in the Restricted Stock Units. You will have no voting rights with respect to the Company common stock represented by such Restricted Stock Units until such time as the Company common stock is issued to you.

**Vesting.** Assuming your continuous employment with the Company or an Affiliate, this Award shall vest on the Vesting Date and the shares of Company common stock represented by the Restricted Stock Units awarded hereunder shall be distributed on the first business day following the Vesting Date (or as soon as administratively practicable thereafter, but no later than 60 days after such date).

**Termination of Employment.** In the event of Involuntary Termination for performance reasons, Termination for Cause, or voluntary termination prior to the Vesting Date, all Restricted Stock Units awarded hereunder shall be forfeited and canceled. Further, if your employment with the Company or an Affiliate is otherwise terminated prior to the Vesting Date, this Award shall terminate and all Restricted Stock Units awarded hereunder shall be forfeited and canceled, except as provided below.

**Due to Death.** If your employment with the Company or an Affiliate terminates due to death prior to the Vesting Date, all forfeiture restrictions on the Restricted Stock Units awarded hereunder shall lapse and all shares of Company common stock represented by the Restricted Stock Units awarded hereunder shall be distributed to you as soon as administratively practicable following your date of death (but no later than 60 days following such date).

**Due to Disability.** If your employment with the Company or an Affiliate terminates due to Disability prior to the Vesting Date, all forfeiture restrictions on the Restricted Stock Units awarded hereunder shall lapse and, subject to the six-month delay applicable to specified employees described under “Section 409A” below, all shares of Company common stock represented by the Restricted Stock Units awarded hereunder shall be distributed to you as soon as administratively practicable following your date of Disability (but no later than 60 days after the date on which the distribution would be Permissible under Section 409A).

Due to Retirement After Age 62. If your employment with the Company or an Affiliate terminates prior to the Vesting Date due to Retirement after attaining age 62 with at least five years of service with the Company, all forfeiture restrictions on the Restricted Stock Units awarded hereunder shall lapse and, subject to the six-month delay applicable to specified employees described under “Section 409A” below, all shares of Company common stock represented by the Restricted Stock Units awarded hereunder shall be distributed to you as soon as administratively practicable following the later of the expiration of your Notice Period (as defined below) or the effective date of your Retirement (but no later than 60 days after the date on which the distribution would be Permissible under Section 409A).

Due to Retirement Prior to Age 62. If your employment with the Company or an Affiliate terminates voluntarily prior to the Vesting Date and your termination is designated in writing by the Company as a Company-approved Retirement prior to age 62 with at least five years of service with the Company, subject to such restrictions as the Company may impose (including, but not limited to, a post-employment, six-month noncompetition agreement), for each whole year that has passed prior to the effective date of your Retirement since the Date of Grant set forth above, 33% of the shares of Company common stock represented by the Restricted Stock Units awarded hereunder shall be distributed to you as soon as administratively practicable following the six-month anniversary of the effective date of such Company-approved Retirement (but no later than 60 days following such date), unless you violate the provisions of any restrictive covenants to which you are subject (including those set forth in any post-employment, non-competition agreement between you and the Company), in which case, under the terms of this Agreement, all Restricted Stock Units shall be forfeited and canceled.

Due to Involuntary Termination for Other than Performance Reasons. In the event of Involuntary Termination for any reason other than performance reasons prior to the Vesting Date, for each whole year that has passed prior to the effective date of your Involuntary Termination since the Date of Grant set forth above, but subject to the six-month delay applicable to specified employees described under “Section 409A” below, 33% of the shares of Company common stock represented by the Restricted Stock Units awarded hereunder shall be distributed to you as soon as administratively practicable following the effective date of such Involuntary Termination (but no later than 60 days after the date on which the distribution would be Permissible under Section 409A).

Vesting Upon a Change in Control. Upon a Change in Control of the Company (as defined in the Plan) prior to the Vesting Date, all forfeiture restrictions on the Restricted Stock Units awarded hereunder shall lapse effective as of the effective date of the Change in Control of the Company, and all shares of Company common stock represented by the Restricted Stock Units awarded hereunder shall be distributed to you as soon as administratively practicable following the effective date of the Change in Control of the Company (but no later than 60 days following such date; provided, however, that if the event constituting the Change in Control of the Company does not qualify as a change in effective ownership or control of the Company for purposes of Section 409A, then, pursuant to Section 13.2 of the Plan, such distribution shall be delayed until the earliest time that such distribution would be Permissible under Section 409A).

Dividend Equivalents. Pursuant to Section 8.6 of the Plan, (i) dividend equivalents on unvested Restricted Stock Units shall accrue and be credited by the Company for your benefit, and (ii) such dividend equivalents shall not be paid to you until (and to the extent) you become vested in the related Restricted Stock Units and shall be forfeited in the event of (and to the extent of) the forfeiture and cancellation of the related Restricted Stock Units pursuant to this Agreement.

Section 409A. The Plan and this Agreement are intended to meet the requirements of Section 409A, and shall be administered such that any payment, settlement, or deferrals of amounts hereunder shall not be subject to any excise penalty tax that may be imposed thereunder. The Company, in its sole discretion, shall determine if you are a “specified employee” of the Company (as that phrase is defined for purposes of Section 409A) on the date of your termination of employment or your Retirement prior to the Vesting Date and whether you are subject to any six-month delay in distribution of amounts due to you under this Agreement.

**Delivery of Documents.** By accepting the terms of this Agreement, you consent to the electronic delivery of documents related to your current or future participation in the Plan (including the Plan documents; this Agreement; any other prospectus or other documents describing the terms and conditions of the Plan and this Award; and the Company's then-most recent annual report to stockholders, Annual Report on Form 10-K and definitive proxy statement), and you acknowledge that such electronic delivery may be made by the Company, in its sole discretion, by one or more of the following methods: (i) the posting of such documents on the Company's intranet website or external website; (ii) the posting of such documents on the UBS Financial Services, Inc. website; (iii) the delivery of such documents via the UBS Financial Services, Inc. website; (iv) the posting of such documents to another Company intranet website or third party internet website accessible by you; or (v) delivery via electronic mail, by attaching such documents to such electronic email and/or including a link to such documents on a Company intranet website or external website or third party internet website accessible by you. Notwithstanding the foregoing, you also acknowledge that the Company may, in its sole discretion (and as an alternative to, or in addition to, electronic delivery) deliver a paper copy of any such documents to you. You further acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost to you by contacting the Company (Attention: Human Resources Department) by telephone or in writing.

**Notice of Termination of Employment.** By accepting the terms of this Agreement, you agree that your employment with the Company may be terminated at any time either by you or the Company, at will and with or without cause. However, you agree that you will provide the Company with advance written notice ("Written Notice") of your departure from the Company. The Written Notice must be provided **at least 14 days** prior to terminating your employment with the Company unless the reason for the termination of your employment is Retirement, then, the Written Notice must be provided **at least 30 days prior** to terminating your employment with the Company (in either case, the "Notice Period").

**Written Notice Requirements.** If you have accepted an offer of employment or offer to associate with any business or venture or have received such an offer that you may accept, your Written Notice must provide the name of such business or venture, your new position's job title, and a description of your duties in the new position. If in the opinion of the Company, in its sole discretion, your work for such business or venture may result in your use of the Company's confidential or proprietary information; if your Written Notice does not provide the name of the business or venture with which you have accepted an offer of employment or offer to associate or from which you have received such an offer that you plan to accept; or if an extension is necessary to ensure business continuity; the Company may give you written notice requiring that the Notice Period be extended to a maximum of 60 days. The Company has a Written Notice form that you must complete and return to the Company's Chief Human Resources Officer, the Vice President or General Manager to whom you report, or any executive officer of the Company. The Company will mail or deliver any Notice Period extension to your last known address within 14 days of receipt of your Written Notice.

**Continued Employment During the Notice Period.** During the Notice Period, you will remain an employee of the Company, and you may be required to continue the duties of your employment or assist the Company in transferring your responsibilities to an employee or other person designated by the Company. You shall remain available to meet with Company representatives. Further, you agree that during the Notice Period, the Company may, in its sole discretion, (a) limit you from your active duties and responsibilities, in whole or in part; (b) limit your access to the Company's facilities; (c) limit your communications with the Company's other employees, vendors, customers, or competitors; and (d) limit your access to the Company's information systems and documents.

**Compensation and Benefits During the Notice Period.** During the Notice Period, the Company will continue to pay you your regular salary, less any applicable withholdings, and you may continue to participate in benefits in which you are enrolled.

**Full Time and Attention.** You agree to devote your full time and attention during normal working hours to the service of the Company. You shall not engage in any business or secondary employment that interferes with your obligations and responsibilities to the Company. Outside work must not be done on Company time and must not involve the use of Company resources. You further agree that during your employment with the Company you will not (1) engage in any business competitive with the business conducted by the Company; (2) render advice or services to, or otherwise assist, any other person, association, or entity who is engaged, directly or indirectly, in any business

competitive with the business conducted by the Company; or (3) induce any employee of the Company to terminate employment with the Company or hire or assist in the hiring of any such employee by any person, association, or entity not affiliated with the Company.

**Confidentiality.** You agree to maintain the confidentiality of confidential or proprietary information entrusted to you by the Company or others with whom the Company does business, both during and after the termination of your employment with the Company. Confidential information includes all non-public information that might be of use to competitors, or harmful to the Company or others with whom the Company does business, if disclosed. It also includes non-public information that vendors, customers and other companies have entrusted to the Company. Proprietary information includes seismic, geological and geophysical data, prospect and trend information, intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as exploration, production and marketing plans, engineering and manufacturing ideas, designs, databases, records, salary and employee performance information and any unpublished financial data and reports. Unauthorized use or distribution of this information is a violation of Company policy. Such information is to be used solely for Company purposes and never for the private gain of a director, officer or employee (or any member of his or her family), or any third party.

**Non-Solicitation Following Termination of Employment.** You agree that if your employment with the Company terminates for any reason, for 365 days following your termination of employment, you will not hire, attempt to hire, or knowingly solicit for employment any person (1) who is employed at the Company or (2) who was employed by the Company during the 60 days prior to the termination of your employment.

**Material Terms.** You understand and agree that the provisions of this Agreement titled Notice of Termination of Employment, Continued Employment During the Notice Period, Full Time and Attention, Confidentiality, and Non-Solicitation Following Termination of Employment are material provisions of this Agreement, without which EOG would not have made the Award, and that a breach of the terms and conditions of any of those provisions will be considered a material breach of this Agreement, entitling the Company to the return of the consideration given to you for entering into this Agreement, and that the Company would be irreparably harmed by your failure to fully comply with these provisions.

**Choice-of-law.** The validity, interpretation, performance and enforcement of this Agreement shall be governed by, and shall be construed and interpreted according to, the laws of the State of Texas, without reference to any conflicts of law principles that would operate to make the internal laws of any other jurisdiction applicable.

**Exclusive Venue.** You further agree that the exclusive venues for any dispute arising out of or related to this Agreement are the state courts in Harris County, Texas and you further agree to submit to the jurisdiction of those courts in any such dispute.

Except as provided herein, this Agreement does not amend the terms and conditions of your current employment. To read and print the applicable plan or document, select the appropriate link below:

- Annual Report
- Proxy Statement
- Amended and Restated EOG Resources, Inc. 2008 Omnibus Equity Compensation Plan
- Written Notice form

As part of your acceptance of this Agreement, you also agree to adhere to Company policies, including those listed below, some of which have terms or provisions that apply beyond the term of your employment with the Company.

- Code of Business Conduct and Ethics
- Conflicts of Interest Policy
- Policy on Confidential Information
- Policy on Inventions
- Information Systems Security Policy

By accepting this Agreement, you acknowledge that you have read and agree to all of the terms and conditions set forth above. If you decide to reject the terms and conditions of this Agreement, you will decline your right to the Award, and it may be cancelled.

You are advised to print a copy of this Agreement for your records and reference.

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## Section 4: EX-10.3 (PERFORMANCE UNIT AWARD AGREEMENT)

Exhibit 10.3

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

### EOG RESOURCES, INC. PERFORMANCE UNIT AWARD AGREEMENT

**Grantee:** [Name] [Employee ID]

Congratulations! You have been granted an Award of EOG Resources, Inc. Performance Units as follows:

Date of Grant:	[Grant Date]
Performance Units granted under this Award (subject to adjustment as set forth below):	[Units Granted]
Vesting Date:	The February 28 <sup>th</sup> immediately following the Certification Date (as defined below)

The Compensation Committee of the Board of EOG Resources, Inc. (the “*Company*”) hereby grants to you, the above-named Grantee, effective as of the Date of Grant set forth above, a Performance Unit Award (the “*Award*”) in accordance with the terms set forth below.

**General.** This Performance Unit Award Agreement (this “*Agreement*”) is governed by the terms and conditions of the Amended and Restated EOG Resources, Inc. 2008 Omnibus Equity Compensation Plan (as may be amended from time to time, the “*Plan*”), which is hereby made a part of this Agreement. All capitalized terms that are not defined in this Agreement have the meanings ascribed to them under the Plan. Under the terms of this Agreement and the Plan, a Performance Unit ledger account will be maintained by the Company (or its agent) until you become vested in the Performance Units (i.e., the lapse of the forfeiture restrictions thereon) or the Performance Units are forfeited and canceled pursuant to this Agreement.

**Performance Period; TSR Rank; Performance Multiple.** Upon the completion of the Performance Period (as defined on Annex A) and the certification (in writing) by the Committee of the Total Shareholder Return (as defined on Annex A) over the Performance Period of the Company and each Peer Company (as defined on Annex A) and the Company’s corresponding TSR Rank (see chart on Annex A) for the Performance Period and the applicable Performance Multiple (as specified in the chart on Annex A)(the date of such certification by the Committee, the “*Certification Date*”), such Performance Multiple shall be applied to the number of Performance Units granted hereunder and, except in the case of an applicable Performance Multiple of 100% or an applicable Performance Multiple of 0% (in which case all Performance Units granted hereunder shall be deemed forfeited and canceled), your Performance Unit ledger account shall be adjusted to reflect (i) the additional Performance Units credited to you (in the case of a Performance Multiple greater than 100%) or (ii) your decreased Performance Units (in the case of a Performance Multiple less than 100% but greater than 0%).

**Voting Rights; Dividend Equivalents.** You will have no voting rights with respect to the Company common stock represented by your Performance Units (including any additional Performance Units which may be credited to you upon the completion of the Performance Period based on the applicable Performance Multiple) until such time as the Company common stock is issued to you upon your vesting in the Performance Units. Dividend equivalents on unvested Performance Units shall accrue and be credited by the Company for your benefit, and any such dividend equivalents accrued and credited for your benefit shall have the same Performance Multiple applied as is applied to your Performance Units. However, such dividend equivalents shall not be paid to you until you become vested in the related Performance Units and shall be forfeited in the event of the forfeiture and cancellation of the related Performance Units pursuant to this Agreement.

**Vesting.** Assuming your continuous employment with the Company or an Affiliate, this Award shall vest as of the close of business on

the Vesting Date, and the shares of Company common stock represented (on a one-for-one basis) by the Performance Units granted hereunder (as adjusted for the applicable Performance Multiple) and all dividend equivalents with respect to such Performance Units shall be distributed to you on the first business day following the Vesting Date or as soon as administratively practicable thereafter, but no later than 60 days after such date.

**Termination of Employment.** If your employment with the Company or an Affiliate terminates prior to the Vesting Date, your Performance Units granted hereunder, and any dividend equivalents credited with respect to such Performance Units, shall vest and be distributed to you, or shall be forfeited and canceled, as set forth below.

Due to Death. If your employment with the Company or an Affiliate terminates due to death on or prior to the end date of the Performance Period, (i) all forfeiture restrictions on the Performance Units granted hereunder shall lapse effective as of the date of your death; (ii) the Performance Multiple to be applied to the number of Performance Units granted hereunder shall be 100%; and (iii) all shares of Company common stock represented by the Performance Units granted hereunder shall be distributed to your beneficiary as soon as administratively practicable following your date of death, but no later than 60 days after such date. If your employment with the Company or an Affiliate terminates due to death subsequent to the end date of the Performance Period, but prior to the Vesting Date, (i) all forfeiture restrictions on the Performance Units granted hereunder shall lapse effective as of the date of your death; (ii) the Performance Multiple to be applied to the number of Performance Units granted hereunder shall be the Performance Multiple for the Performance Period as certified by the Committee; and (iii) all shares of Company common stock represented by the Performance Units granted hereunder (as adjusted for the applicable Performance Multiple) shall be distributed to your beneficiary as soon as administratively practicable following the Vesting Date, but no later than 60 days after such date.

Due to Disability. If your employment with the Company or an Affiliate terminates due to Disability prior to the Vesting Date, (i) all forfeiture restrictions on the Performance Units granted hereunder shall lapse effective as of the date of such termination; (ii) the Performance Multiple to be applied to the number of Performance Units granted hereunder shall be the Performance Multiple for the Performance Period as certified by the Committee; and (iii) all shares of Company common stock represented by the Performance Units granted hereunder (as adjusted for the applicable Performance Multiple) shall be distributed to you as soon as administratively practicable following the later of (A) the date that is six months following the effective date of such termination (to account for the six-month delay applicable to specified employees described under “*Section 409A*” below) or (B) the Vesting Date, but no later than 60 days after the later of such dates.

Due to Retirement After Age 62. If your employment with the Company or an Affiliate terminates due to Retirement prior to the Vesting Date and after attaining age 62 with at least five years of service with the Company, (i) all forfeiture restrictions on the Performance Units granted hereunder shall lapse effective as of the date of such termination; (ii) the Performance Multiple to be applied to the number of Performance Units granted hereunder shall be the Performance Multiple for the Performance Period as certified by the Committee; and (iii) all shares of Company common stock represented by the Performance Units granted hereunder (as adjusted for the applicable Performance Multiple) shall be distributed to you as soon as administratively practicable following the later of (A) the date that is six months following the effective date of such Retirement (to account for the six-month delay applicable to specified employees described under “*Section 409A*” below) or (B) the Vesting Date, but no later than 60 days after the later of such dates.

Due to Retirement Prior to Age 62. If your employment with the Company or an Affiliate terminates voluntarily prior to the Vesting Date and your termination is designated in writing by the Company as a “Company-approved Retirement prior to age 62” with at least five years of service with the Company, subject to such restrictions as the Company may impose (including, but not limited to, a six-month post-employment non-competition agreement), (i) the Performance Multiple to be applied to the number of Performance Units granted hereunder shall be the Performance Multiple for the Performance Period as certified by the Committee; and (ii) for each whole year that has passed since the Date of Grant set forth above up to and including the effective date of such Retirement, you shall be eligible to receive a distribution of one-third (33%) of the shares of Company common stock represented by the Performance Units granted hereunder (as adjusted for the applicable Performance Multiple). Such shares of Company common stock shall be distributed to you as soon as administratively practicable following the later of (A) the date that is six months following the effective date of such Retirement or (B) the Vesting Date, but no later than 60 days after the later of such dates, *provided* that you do not violate the provisions of any restrictive covenants to which you are subject (including those set forth in any post-employment non-competition agreement between you and the Company), in which case all Performance Units (including any additional Performance Units which may have been credited to you upon the completion of the Performance Period based on the applicable Performance Multiple) shall be forfeited and canceled.

Due to Involuntary Termination for Other than Performance Reasons. In the event of your Involuntary Termination for any reason other than performance reasons prior to the Vesting Date, (i) the Performance Multiple to be applied to the number of Performance Units granted hereunder shall be the Performance Multiple for the Performance Period as certified by the Committee; (ii) for each whole year that has passed since the Date of Grant set forth above up to and including the effective date of such termination, you shall be eligible to receive a distribution of one-third (33%) of the shares of Company common stock represented by the Performance Units granted hereunder (as adjusted for the applicable Performance Multiple); and (iii) such shares of Company common stock shall be distributed to you

as soon as administratively practicable following the later of (A) the date that is six months following the effective date of such termination (to account for the six-month delay applicable to specified employees described under “*Section 409A*” below) or (B) the Vesting Date, but no later than 60 days after the later of such dates.

**Due to Performance Reasons, Cause or Voluntary Termination.** In the event of your Involuntary Termination for performance reasons, Termination for Cause, or voluntary termination prior to the Vesting Date, all Performance Units granted hereunder shall be forfeited and canceled.

**Vesting Upon a Change in Control.** Upon a Change in Control of the Company (as defined in the Plan) with an effective date on or prior to the end date of the Performance Period, (i) all forfeiture restrictions on the Performance Units granted hereunder shall lapse effective as of the effective date of the Change in Control of the Company; and (ii) the Performance Multiple to be applied to the number of Performance Units granted hereunder shall be based on the respective Total Shareholder Return of the Company and each of the Peer Companies over the Performance Period (using, for purposes of such Total Shareholder Return calculations, the 30 calendar day period immediately preceding the effective date of the Change in Control of the Company as the end month of the Performance Period) as certified by the Committee (or its successor).

Upon a Change in Control of the Company (as defined in the Plan) with an effective date subsequent to the end date of the Performance Period, but prior to the Vesting Date, (i) all forfeiture restrictions on the Performance Units granted hereunder shall lapse effective as of the effective date of the Change in Control of the Company; and (ii) the Performance Multiple to be applied to the number of Performance Units granted hereunder shall be the Performance Multiple for the Performance Period as certified by the Committee (or its successor).

All shares of Company common stock represented by the Performance Units granted hereunder (as adjusted for the applicable Performance Multiple) shall be distributed to you as soon as administratively practicable following the effective date of such Change in Control of the Company, but no later than 60 days after such date; provided, however, that if the event constituting the Change in Control of the Company does not qualify as a change in effective ownership or control of the Company for purposes of Section 409A, then, pursuant to Section 13.2 of the Plan, such distribution shall be delayed until the earliest time that such distribution would be Permissible under Section 409A.

**Section 409A.** The Plan and this Agreement are intended to meet the requirements of Section 409A and shall be administered such that any payment, settlement, or deferrals of amounts hereunder shall not be subject to any excise penalty tax that may be imposed thereunder. The Company, in its sole discretion, shall determine if you are a “specified employee” of the Company (as that phrase is defined for purposes of Section 409A) on the date of your termination of employment or your Retirement prior to the Vesting Date and whether you are subject to any six-month delay in distribution of amounts due you under this Agreement.

**Delivery of Documents.** By accepting the terms of this Agreement, you consent to the electronic delivery of documents related to your current or future participation in the Plan (including the Plan documents; this Agreement; any other prospectus or other documents describing the terms and conditions of the Plan and this Award; and the Company’s then-most recent annual report to stockholders, Annual Report on Form 10-K and definitive proxy statement), and you acknowledge that such electronic delivery may be made by the Company, in its sole discretion, by one or more of the following methods: (i) the posting of such documents on the Company’s intranet website or external website; (ii) the posting of such documents on the UBS Financial Services, Inc. website; (iii) the delivery of such documents via the UBS Financial Services, Inc. website; (iv) the posting of such documents to another Company intranet website or third party internet website accessible by you; or (v) delivery via electronic mail, by attaching such documents to such electronic email and/or including a link to such documents on a Company intranet website or external website or third party internet website accessible by you. Notwithstanding the foregoing, you also acknowledge that the Company may, in its sole discretion (and as an alternative to, or in addition to, electronic delivery) deliver a paper copy of any such documents to you. You further acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost to you by contacting the Company (Attention: Human Resources Department) by telephone or in writing.



This Agreement does not amend the terms and conditions of your current employment. To read and print the applicable plan or document, select the appropriate link below:

- [Annual Report](#)
- [Proxy Statement](#)
- [Amended and Restated EOG Resources, Inc. 2008 Omnibus Equity Compensation Plan](#)

As part of your acceptance of this Agreement, you also agree to adhere to Company policies, including those listed below, some of which have terms or provisions that apply beyond the term of your employment with the Company.

- [Code of Business Conduct and Ethics](#)
- [Conflicts of Interest Policy](#)
- [Policy on Confidential Information](#)
- [Policy on Inventions](#)
- [Information Systems Security Policy](#)

By accepting this Agreement, you acknowledge that you have read and agree to all of the terms and conditions set forth above. If you decide to reject the terms and conditions of this Agreement, you will decline your right to the Award, and it may be cancelled.

You are advised to print a copy of this Agreement for your records and reference.

### Definitions of Certain Terms

“**Performance Period**” shall mean the three-year period from and including January 1 of the year immediately following the Grant Date through December 31 of the third year immediately following the year of the Grant Date.

“**Total Shareholder Return**” for a company (i.e., for the Company or a Peer Company) shall mean such company’s average daily closing stock price for the month immediately preceding the commencement of the Performance Period (i.e., December of the year of the Grant Date) as compared to the average daily closing stock price for the end month of the Performance Period (i.e., December of the third year immediately following the year of the Grant Date), assuming the reinvestment of dividends and as adjusted for stock splits, recapitalizations, reorganizations or other similar adjustments or changes in the company’s capital structure, and expressed as a percentage increase or decrease (as the case may be) over the Performance Period.

“**Peer Company**” shall mean each of (i) Anadarko Petroleum Corporation (ticker symbol: APC); (ii) Apache Corporation (ticker symbol: APA); (iii) ConocoPhillips (ticker symbol: COP); (iv) Devon Energy Corporation (ticker symbol: DVN); (v) Hess Corporation (ticker symbol: HES); (vi) Marathon Oil Corporation (ticker symbol: MRO); (vii) Noble Energy, Inc. (ticker symbol: NBL); (viii) Occidental Petroleum Corporation (ticker symbol: OXY); and (ix) Pioneer Natural Resources Company (ticker symbol: PXD) (collectively, and including any replacement Peer Company (as discussed below), the “**Peer Companies**”); provided, however, that should any Peer Company (including any replacement Peer Company) cease to be a publicly traded company as the result of the consummation of a merger, acquisition, consolidation or similar transaction during the Performance Period, then (A) such Peer Company shall, for purposes of the Committee’s certification referenced above, be replaced (1) by Concho Resources Inc. (ticker symbol: CXO), or (2) if Concho Resources Inc. has previously been selected as a replacement Peer Company pursuant to this proviso or it has ceased to be a publicly traded company as the result of the consummation of a merger, acquisition, consolidation or similar transaction during the Performance Period, by Continental Resources, Inc. (ticker symbol: CLR), and (B) the Total Shareholder Return over the Performance Period of such replacement Peer Company shall be measured from the beginning of the Performance Period; and, provided further, should any Peer Company (including any replacement Peer Company), due to its financial performance or financial condition (e.g., bankruptcy), cease to have its voting stock be publicly traded (either temporarily or permanently), such Peer Company shall nevertheless continue to be a Peer Company for purposes of the Committee’s certification referenced above.

“ <b>TSR Rank</b> ” of the Company among the Ten Total Companies (i.e., the Company and Nine (9) Peer Companies)	Applicable “ <b>Performance Multiple</b> ”
1	200%
2	175%
3	150%
4	125%
5	100%
6	75%
7	50%
8	25%
9	0%
10	0%

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## **Section 5: EX-31.1 (SECTION 302 CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER)**

I, William R. Thomas, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of EOG 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 the 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.

Date: November 1, 2018

/s/ WILLIAM R. THOMAS

William R. Thomas

Chairman of the Board and Chief Executive Officer

(Principal Executive Officer)

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## **Section 6: EX-31.2 (SECTION 302 CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER)**

**EXHIBIT 31.2**

### **CERTIFICATIONS**

I, Timothy K. Driggers, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of EOG 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 the 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.

Date: November 1, 2018

/s/ TIMOTHY K. DRIGGERS

Timothy K. Driggers  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

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## **Section 7: EX-32.1 (SECTION 906 CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER)**

**EXHIBIT 32.1**

### **CERTIFICATION OF PERIODIC REPORT**

I, William R. Thomas, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- (1) The Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2018 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 1, 2018

/s/ WILLIAM R. THOMAS

William R. Thomas  
Chairman of the Board and Chief Executive Officer

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## **Section 8: EX-32.2 (SECTION 906 CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER)**

**EXHIBIT 32.2**

### **CERTIFICATION OF PERIODIC REPORT**

I, Timothy K. Driggers, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- (1) The Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2018 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 1, 2018

/s/ TIMOTHY K. DRIGGERS

Timothy K. Driggers

Executive Vice President and Chief Financial Officer

(Principal Financial Officer)

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## **Section 9: EX-95 (MINE SAFETY DISCLOSURE)**

**Exhibit 95**

### **Mine Safety Disclosure Exhibit**

Under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the related rules promulgated thereunder by the United States Securities and Exchange Commission (SEC), each operator of a coal or other mine is required to disclose certain mine safety matters in its periodic reports filed with the SEC.

EOG Resources, Inc. (EOG) has sand mining operations in Texas and Wisconsin, which support EOG's exploration and development operations. EOG's sand mining operations are subject to regulation by the federal Mine Safety and Health Administration (MSHA) under the Federal Mine Safety and Health Act of 1977 (Mine Act). MSHA inspects mining facilities on a regular basis and issues citations and orders when it believes a violation has occurred under the Mine Act.

EOG was the operator of the following sand mining facilities during the quarter ended September 30, 2018:

- Hood County Sand Plant - Hood County, TX (MSHA ID 41-04696);
  - Rawhide Sand Plant - Hood County, TX (MSHA ID 41-04777); and
  - Chippewa Falls Sand Plant - Chippewa County, WI (MSHA ID 47-03624).
-

During the quarter ended September 30, 2018, EOG did not receive any of the following from MSHA: (i) a citation for a violation of a mandatory health or safety standard that could significantly and substantially contribute to the cause and effect of a mine safety or health hazard under Section 104 of the Mine Act; (ii) an order issued under Section 104(b) of the Mine Act; (iii) a citation or order for unwarrantable failure to comply with mandatory health or safety standards under Section 104(d) of the Mine Act; (iv) written notice of a flagrant violation under Section 110(b)(2) of the Mine Act; (v) an imminent danger order issued under Section 107(a) of the Mine Act; (vi) any proposed assessments under the Mine Act; (vii) written notice of a pattern of violations of mandatory health or safety standards that are of such nature as could have significantly and substantially contributed to the cause and effect of mine health or safety hazards under Section 104(e) of the Mine Act; or (viii) written notice of the potential to have such a pattern. Moreover, during the quarter ended September 30, 2018, EOG did not experience a mining-related fatality.

In addition, as of September 30, 2018, EOG did not have any legal action pending before the Federal Mine Safety and Health Review Commission (Mine Commission), and did not have any legal actions instituted or resolved before the Mine Commission during the quarter ended September 30, 2018.

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## **Section 16: 10-Q (10-Q PDF FILE)**

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