

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): April 13, 2020

Exxon Mobil Corporation

(Exact name of registrant as specified in its charter)

New Jersey
(State or other jurisdiction
of incorporation)

1-2256
(Commission
File Number)

13-5409005
(IRS Employer
Identification No.)

5959 LAS COLINAS BOULEVARD, IRVING, TEXAS
(Address of principal executive offices)

75039-2298
(Zip Code)

Registrant's telephone number, including area code: (972) 940-6000

(Former name or former address, if changed since last report)

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, without par value	XOM	New York Stock Exchange

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

Item 8.01 Other Events

On April 13, 2020, Exxon Mobil Corporation (the “Company”) entered into an underwriting agreement (the “Underwriting Agreement”) with BofA Securities, Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC, as managers of the several underwriters named therein, for the issuance and sale by the Company of (i) \$2,750,000,000 aggregate principal amount of its 1.571% Notes due 2023 (the “2023 Fixed Rate Notes”), (ii) \$1,250,000,000 aggregate principal amount of its 2.992% Notes due 2025 (the “2025 Fixed Rate Notes”, constituting a further issuance of the 2.992% Notes due 2025, of which \$1,500,000,000 aggregate principal amount was issued on March 19, 2020), (iii) \$2,000,000,000 aggregate principal amount of its 2.610% Notes due 2030 (the “2030 Fixed Rate Notes”), (iv) \$750,000,000 aggregate principal amount of its 4.227% Notes due 2040 (the “2040 Fixed Rate Notes”, constituting a further issuance of the 4.227% Notes due 2040, of which \$1,250,000,000 aggregate principal amount was issued on March 19, 2020, and together with the 2025 Fixed Rate Notes, the “Additional Notes”), and (v) \$2,750,000,000 aggregate principal amount of its 3.452% Notes due 2051 (the “2051 Fixed Rate Notes” and, together with the 2023 Fixed Rate Notes and the 2030 Fixed Rate Notes, the “New Notes”). The Additional Notes and the New Notes are collectively referred to herein as the “Notes”.

The Notes will be issued pursuant to the indenture entered into by the Company on March 20, 2014 with Deutsche Bank Trust Company Americas, as trustee, as supplemented by an officer’s certificate dated March 19, 2020 establishing the terms and forms of the Additional Notes and an officer’s certificate dated April 15, 2020 establishing the terms and forms of the New Notes (each, an “Officer’s Certificate”, and together, the “Officer’s Certificates”).

The Notes were offered pursuant to the Company’s Registration Statement on Form S-3 filed with the Securities and Exchange Commission on March 10, 2020 (Reg. No. 333-237052) (the “Registration Statement”).

The Underwriting Agreement and the Officer’s Certificates (including the forms of the Notes) are filed as Exhibits 1.1, 4.2 and 4.3, respectively, to this current report on Form 8-K and are incorporated by reference into the Registration Statement. The opinions of Davis Polk & Wardwell LLP and Lisa K. Bork, Esq., Executive Counsel – Corporate of Exxon Mobil Corporation, are filed as Exhibits 5.1 and 5.2, respectively, to this current report on Form 8-K and are incorporated by reference into the Registration Statement.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
1.1	<u>Underwriting Agreement dated April 13, 2020 among Exxon Mobil Corporation, BofA Securities, Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC, as managers of the underwriters named therein</u>
4.1	<u>Indenture dated March 20, 2014 between Exxon Mobil Corporation and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.1 to the Registrant’s Report on Form 8-K of March 20, 2014)</u>
4.2	<u>Officer’s Certificate of Exxon Mobil Corporation dated March 19, 2020 (incorporated by reference to Exhibit 4.2 to the Registrant’s Report on Form 8-K of March 17, 2020)</u>
4.3	<u>Officer’s Certificate of Exxon Mobil Corporation dated April 15, 2020</u>
4.4	<u>Form of Global Note representing the 2023 Fixed Rate Notes (included in Exhibit 4.3)</u>
4.5	<u>Form of Global Note representing the 2025 Fixed Rate Notes (included in Exhibit 4.2)</u>
4.6	<u>Form of Global Note representing the 2030 Fixed Rate Notes (included in Exhibit 4.3)</u>
4.7	<u>Form of Global Note representing the 2040 Fixed Rate Notes (included in Exhibit 4.2)</u>
4.8	<u>Form of Global Note representing the 2051 Fixed Rate Notes (included in Exhibit 4.3)</u>
5.1	<u>Opinion of Davis Polk & Wardwell LLP</u>
5.2	<u>Opinion of Lisa K. Bork, Esq., Executive Counsel – Corporate of Exxon Mobil Corporation</u>
23.1	<u>Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)</u>
23.2	<u>Consent of Lisa K. Bork, Esq. (included in Exhibit 5.2)</u>
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURE

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

EXXON MOBIL CORPORATION

Date: April 15, 2020

By: /s/ J. M. Spellings
Name: J. M. Spellings
Title: Vice President, Treasurer
and General Tax Counsel

UNDERWRITING AGREEMENT

April 13, 2020
Exxon Mobil Corporation
5959 Las Colinas Boulevard
Irving, Texas 75039

Ladies and Gentlemen:

We (the “**Manager**”) understand that Exxon Mobil Corporation, a New Jersey corporation (the “**Company**”), proposes to issue and sell \$2,750,000,000 aggregate principal amount of its 1.571% Notes due 2023 (the “**2023 Fixed Rate Notes**”), \$1,250,000,000 aggregate principal amount of its 2.992% Notes due 2025 (the “**2025 Fixed Rate Notes**”), \$2,000,000,000 aggregate principal amount of its 2.610% Notes due 2030 (the “**2030 Fixed Rate Notes**”), \$750,000,000 aggregate principal amount of its 4.227% Notes due 2040 (the “**2040 Fixed Rate Notes**”) and \$2,750,000,000 aggregate principal amount of its 3.452% Notes due 2051 (the “**2051 Fixed Rate Notes**” and, together with the 2023 Fixed Rate Notes, the 2025 Fixed Rate Notes, the 2030 Fixed Rate Notes and the 2040 Fixed Rate Notes, the “**Fixed Rate Notes**”, the “**Notes**” or the “**Offered Securities**”). The 2025 Fixed Rate Notes constitute a further issuance of the 2.992% Notes due 2025, of which \$1,500,000,000 aggregate principal amount was issued on March 19, 2020 (the “**Existing 2025 Notes**”) and the 2040 Fixed Rate Notes offered hereby constitute a further issuance of the 4.227% Notes due 2040, of which \$1,250,000,000 aggregate principal amount was issued on March 19, 2020 (the “**Existing 2040 Notes**”) and, together with the Existing 2025 Notes, the “**Existing Notes**”). The 2025 Fixed Rate Notes and the 2040 Fixed Rate Notes are collectively referred to herein as the “**Additional Notes**.” The Additional Notes of each series will form a single series with, and have the same terms (other than the initial offering price and the issue date) as, the corresponding series of Existing Notes. Upon settlement, the Additional Notes of each series will trade interchangeably with the corresponding series of Existing Notes.

Subject to the terms and conditions set forth herein or incorporated by reference herein, the Company hereby agrees to sell and the underwriters named below (the “**Underwriters**”) severally agree to purchase (i) the 2023 Fixed Rate Notes at 99.900% of the principal amount of such 2023 Fixed Rate Notes and accrued interest from April 15, 2020, if any, to the date of payment and delivery, (ii) the 2025 Fixed Rate Notes at 105.182% of the principal amount of such 2025 Fixed Rate Notes and accrued interest from March 19, 2020, to the date of payment and delivery, (iii) the 2030 Fixed Rate Notes at 99.800% of the principal amount of such 2030 Fixed Rate Notes and accrued interest from April 15, 2020, if any, to the date of payment and delivery, (iv) the 2040 Fixed Rate Notes at 112.117% of the principal amount of such 2040 Fixed Rate Notes and accrued interest from March 19, 2020 to the date of payment and delivery and (v) the 2051 Fixed Rate Notes at 99.575% of the principal amount of such 2051 Fixed Rate Notes and accrued interest from April 15, 2020, if any, to the date of payment and delivery.

<u>Name of Underwriter</u>	<u>Principal Amount of 2023 Fixed Rate Notes</u>	<u>Principal Amount of 2025 Fixed Rate Notes</u>	<u>Principal Amount of 2030 Fixed Rate Notes</u>	<u>Principal Amount of 2040 Fixed Rate Notes</u>	<u>Principal Amount of 2051 Fixed Rate Notes</u>
BofA Securities, Inc.	\$ 720,500,000	\$ 327,500,000	\$ 524,000,000	\$ 196,500,000	\$ 720,500,000
Citigroup Global Markets Inc.	720,500,000	327,500,000	524,000,000	196,500,000	720,500,000
J.P. Morgan Securities LLC	720,500,000	327,500,000	524,000,000	196,500,000	720,500,000
Barclays Capital Inc.	119,167,000	54,166,000	86,667,000	32,500,000	119,167,000
HSBC Securities (USA) Inc.	119,167,000	54,167,000	86,666,000	32,500,000	119,166,000
Morgan Stanley & Co. LLC	119,166,000	54,167,000	86,667,000	32,499,000	119,167,000
BNP Paribas Securities Corp.	20,167,000	9,166,000	14,667,000	5,500,000	20,167,000
Deutsche Bank Securities Inc.	20,167,000	9,166,000	14,667,000	5,500,000	20,167,000
Mizuho Securities USA LLC	20,167,000	9,167,000	14,666,000	5,500,000	20,167,000
SG Americas Securities, LLC	20,167,000	9,167,000	14,666,000	5,500,000	20,166,000
Standard Chartered Bank	20,166,000	9,167,000	14,667,000	5,500,000	20,166,000
Wells Fargo Securities, LLC	20,166,000	9,167,000	14,667,000	5,499,000	20,167,000
Banca IMI S.p.A	10,000,000	4,545,000	7,273,000	2,727,000	10,000,000
Credit Agricole Securities (USA) Inc.	10,000,000	4,545,000	7,273,000	2,727,000	10,000,000
Goldman Sachs & Co. LLC	10,000,000	4,545,000	7,273,000	2,727,000	10,000,000
Loop Capital Markets LLC	10,000,000	4,545,000	7,273,000	2,727,000	10,000,000
RBC Capital Markets, LLC	10,000,000	4,546,000	7,273,000	2,727,000	10,000,000
Santander Investment Securities Inc.	10,000,000	4,546,000	7,273,000	2,727,000	10,000,000
Scotia Capital (USA) Inc.	10,000,000	4,545,000	7,273,000	2,728,000	10,000,000
Siebert Williams Shank & Co., LLC	10,000,000	4,545,000	7,273,000	2,728,000	10,000,000
SMBC Nikko Securities America, Inc.	10,000,000	4,546,000	7,272,000	2,728,000	10,000,000
The Standard Bank of South Africa Limited	10,000,000	4,546,000	7,272,000	2,728,000	10,000,000
U.S. Bancorp Investments, Inc.	10,000,000	4,546,000	7,272,000	2,728,000	10,000,000
Total:	\$2,750,000,000	\$1,250,000,000	\$ 2,000,000,000	\$ 750,000,000	\$ 2,750,000,000

Upon delivery of such Offered Securities, the Underwriters will pay for such Offered Securities at a closing to be held at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 at 10:00 a.m. (New York time) on April 15, 2020, or at such other time as shall be designated by the Manager.

The Offered Securities will have the terms and conditions set forth in “Description of Notes” in the prospectus supplement for the Offered Securities, dated April 13, 2020, and terms defined therein will have the same meanings when used in this Agreement. The following is a summary of such terms and conditions for the Offered Securities:

Principal Amount:	(i) \$2,750,000,000 for the 2023 Fixed Rate Notes, (ii) \$1,250,000,000 for the 2025 Fixed Rate Notes, (iii) \$2,000,000,000 for the 2030 Fixed Rate Notes, (iv) \$750,000,000 for the 2040 Fixed Rate Notes and (v) \$2,750,000,000 for the 2051 Fixed Rate Notes, in each case subject to further issuances, as described below.
Maturity:	(i) April 15, 2023, for the 2023 Fixed Rate Notes, (ii) March 19, 2025, for the 2025 Fixed Rate Notes, (iii) October 15, 2030, for the 2030 Fixed Rate Notes, (iv) March 19, 2040, for the 2040 Fixed Rate Notes and (v) April 15, 2051, for the 2051 Fixed Rate Notes.
Interest Rate:	(i) 1.571% <i>per annum</i> for the 2023 Fixed Rate Notes, (ii) 2.992% <i>per annum</i> for the 2025 Fixed Rate Notes, (iii) 2.610% <i>per annum</i> for the 2030 Fixed Rate Notes, (iv) 4.227% <i>per annum</i> for the 2040 Fixed Rate Notes and (v) 3.452% <i>per annum</i> for the 2051 Fixed Rate Notes, in each case computed on the basis of a 360-day year comprised of twelve 30-day months.
Optional Redemption Provisions:	The Company may redeem (i) all or a portion of the 2023 Fixed Rate Notes at any time prior to maturity, (ii) all or a portion of the 2025 Fixed Rate Notes at any time prior to February 19, 2025 (one month prior to the maturity date of the 2025 Fixed Rate Notes), (iii) all or a portion of the 2030 Fixed Rate Notes at any time prior to July 15, 2030 (three months prior to the maturity date of the 2030 Fixed Rate Notes), (iv) all or a portion of the 2040 Fixed Rate Notes at any time prior to September 19, 2039 (six months prior to the maturity date of the 2040 Fixed Rate Notes) or (v) all or a portion of the 2051 Fixed Rate Notes, at any time prior to October 15, 2050 (six months prior to the maturity date of the 2051 Fixed Rate Notes), at a redemption price equal to the greater of (a) 100% of the principal amount of the 2023 Fixed Rate Notes, the 2025 Fixed Rate Notes, the 2030 Fixed Rate Notes, the 2040 Fixed Rate Notes or the 2051 Fixed Rate Notes, as the case may be, then outstanding to be redeemed or (b) the sum of the present values of the remaining scheduled payments of principal and interest (excluding accrued and unpaid interest to, but excluding, the date of redemption) on the 2023 Fixed Rate Notes, the 2025 Fixed Rate Notes, the 2030 Fixed Rate Notes, the 2040 Fixed Rate Notes or the 2051 Fixed Rate Notes, as the case may be, to be redeemed discounted to their present value as of the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable treasury rate (as defined under “Description of Notes” in the prospectus supplement for the Notes), plus (i) 20 basis points in the case of any redemption of the 2023 Fixed Rate Notes, (ii) 35 basis points, in the case of any redemption of the 2025 Fixed Rate Notes, (iii) 30 basis points, in the case of any redemption of the 2030 Fixed Rate Notes, (iv) 40 basis points, in the case of any redemption of the 2040

Fixed Rate Notes or (v) 35 basis points, in the case of any redemption of the 2051 Fixed Rate Notes, plus, in each case, accrued and unpaid interest to, but excluding, the date of redemption.

In addition, (i) in the case of the 2025 Fixed Rate Notes, on and after February 19, 2025 (one month prior to the maturity date of the 2025 Fixed Rate Notes), (ii) in the case of the 2030 Fixed Rate Notes, on and after July 15, 2030 (three months prior to the maturity date of the 2030 Fixed Rate Notes), (iii) in the case of the 2040 Fixed Rate Notes, on and after September 19, 2039 (six months prior to the maturity date of the 2040 Fixed Rate Notes) and (iv) in the case of the 2051 Fixed Rate Notes, on and after October 15, 2050 (six months prior to the maturity date of the 2051 Fixed Rate Notes), the Company may redeem the 2025 Fixed Rate Notes, 2030 Fixed Rate Notes, 2040 Fixed Rate Notes or the 2051 Fixed Rate Notes, as applicable, at its option, at any time, either in whole or in part, at a redemption price equal to 100% of the principal amount of the 2025 Fixed Rate Notes, 2030 Fixed Rate Notes, 2040 Fixed Rate Notes or the 2051 Fixed Rate Notes, as applicable, to be redeemed, plus, in each case, accrued and unpaid interest to, but excluding, the date of redemption.

Interest Payment Dates:

April 15 and October 15, commencing October 15, 2020 (the Interest payable on October 15, 2020 being in respect of the period commencing April 15, 2020) for the 2023 Fixed Rate Notes, the 2030 Fixed Rate Notes and the 2051 Fixed Rate Notes.

March 19 and September 19, commencing September 19, 2020 (the Interest payable on September 19, 2020 being in respect of the period commencing March 19, 2020) for the Additional Notes. The Interest payable on September 19, 2020 will include interest deemed to have accrued from and including March 19, 2020 to, but excluding, April 15, 2020. Such accrued interest shall be paid by the purchasers of the Additional Notes.

Form and Denomination:

Global Security held through book-entry facilities of The Depository Trust Company (as described under "Description of Notes" in the prospectus supplement for the Notes). The Notes will be issued only in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

Further Issuances:

The Company may, without notice to or consent of the holders of a series of the Notes, increase the aggregate principal amount of such series of Notes and issue such increased principal amount (or any portion thereof), in which case any such additional notes may be consolidated and form a single series with the Notes of the applicable series, *provided* that, if the additional notes are not fungible with the Notes of such series, for U.S. federal income tax purposes, the additional notes will have a separate CUSIP number.

For purposes of Section VIII of the Standard Provisions, we confirm that we have furnished to the Company for use in the preliminary prospectus supplement for the Offered Securities dated April 13, 2020 and the prospectus supplement for the Offered Securities to be dated April 13, 2020:

- (a) The second and third sentence of the third paragraph of text under "Underwriting" in such preliminary prospectus supplement and prospectus supplement, concerning the dealer concessions and reallowances;

(b) The first, second, third and fourth sentence of the sixth paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning short sales, stabilizing transactions and purchases to cover positions created by short sale by the Underwriters;

(c) The fifth sentence of the seventh paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning market making by the Underwriters; and

(d) The third and fourth sentence of the tenth paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning other relationships between the Underwriters or their affiliates and the Company.

All of the provisions contained in the Standard Provisions are herein incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein. Notwithstanding the preceding sentence, in the event of any conflict between the Standard Provisions and this Agreement, the provisions of this Agreement shall control.

In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

The term “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). The term “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b), (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b) or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). The term “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. The term “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understandings between the Company, any Underwriter organized in the United Kingdom or in a member state of the European Economic Area which has implemented the Bail-in Legislation (each a “**BRRD Party**”) and the Underwriters, each BRRD Party acknowledges and accepts that a BRRD Liability (as defined below) arising under this Agreement may be subject to the exercise of Bail-in Powers (as defined below) by the Relevant Resolution Authority (as defined below), and acknowledges, accepts, and agrees to be bound by:

- i. the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of a BRRD Party (“**Relevant BRRD Party**”) to the other BRRD Party under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
 - a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

- b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the Relevant BRRD Party or another person (and the issue to or conferral on the other BRRD Party of such shares, securities or obligations);
 - c. the cancellation of the BRRD Liability; and/or
 - d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and
- ii. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

The term “**Bail-in Legislation**” means (i) in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time and (ii) in relation to the UK, Part I of the U.K. Banking Act 2009 and any other law, regulation, rule or requirement applicable from time to time in the U.K. relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings). The term “**Bail-in Powers**” means any Write-down and Conversion Powers as defined in relation to the relevant Bail-in Legislation. The term “**BRRD**” means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms. The term “**BRRD Liability**” means a liability in respect of which the relevant Write-down and Conversion Powers in the applicable Bail-in Legislation may be exercised. “**EU Bail-in Legislation Schedule**” means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com>. The term “**Relevant Resolution Authority**” means the resolution authority with the ability to exercise any Bail-in Powers in relation to the Relevant BRRD Party. The term “**Write-down and Conversion Powers**” means the powers under the Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

The term “**Depository**” as used therein shall mean The Depository Trust Company, the term “**Trade Date**” as used therein shall mean April 13, 2020, and the term “**Manager**” as used therein shall mean BofA Securities, Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC, whose authority thereunder may be exercised by them jointly.

For themselves and on behalf of the several Underwriters named above.

Very truly yours,

BOFA SECURITIES, INC.

By: /s/ Keith Harman

Name: Keith Harman

Title: Managing Director

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Brian Bednarski

Name: Brian Bednarski

Title: Managing Director

J.P. MORGAN SECURITIES LLC

By: /s/ Robert Bottamedi

Name: Robert Bottamedi

Title: Executive Director

Accepted:

EXXON MOBIL CORPORATION

By: /s/ J.M. Spellings
Name: J.M. Spellings
Title: Vice President, Treasurer and General Tax Counsel

Schedule A

General Use Free Writing Prospectuses

- 1) Pricing Term Sheet for the Offered Securities, dated April 13, 2020 (set forth in Schedule B)

A-1

Schedule B

Pricing Term Sheet

Exxon Mobil Corporation

\$2,750,000,000 1.571% Notes due 2023 (the “**2023 Fixed Rate Notes**”)

\$1,250,000,000 2.992% Notes due 2025 (the “**2025 Fixed Rate Notes**”, constituting a further issuance of the 2.992% Notes due 2025, of which \$1,500,000,000 aggregate principal amount was issued on March 19, 2020)

\$2,000,000,000 2.610% Notes due 2030 (the “**2030 Fixed Rate Notes**”)

\$750,000,000 4.227% Notes due 2040 (the “**2040 Fixed Rate Notes**”, constituting a further issuance of the 4.227% Notes due 2040, of which \$1,250,000,000 aggregate principal amount was issued on March 19, 2020, and together with the 2025 Fixed Rate Notes, the “**Additional Notes**”)

\$2,750,000,000 3.452% Notes due 2051 (the “**2051 Fixed Rate Notes**”, and together with the 2023 Fixed Rate Notes and the 2030 Fixed Rate Notes, the “**New Notes**”)

Issuer:	Exxon Mobil Corporation (the “ Company ”)
Security:	Senior unsecured fixed rate notes
Trade Date:	April 13, 2020
Settlement Date:	April 15, 2020 (T+2)
Denominations:	\$2,000 and integral multiples of \$1,000 in excess thereof

Terms applicable to the Additional Notes

Principal Amount:	\$1,250,000,000 of 2025 Fixed Rate Notes \$750,000,000 of 2040 Fixed Rate Notes
Maturity Date:	March 19, 2025 for the 2025 Fixed Rate Notes March 19, 2040 for the 2040 Fixed Rate Notes
Coupon (Interest Rate):	2.992% <i>per annum</i> for the 2025 Fixed Rate Notes 4.227% <i>per annum</i> for the 2040 Fixed Rate Notes
Interest Payment Dates:	March 19 and September 19, commencing September 19, 2020 (the Interest payable on September 19, 2020 being in respect of the period commencing March 19, 2020) for the Additional Notes. The Interest payable on September 19, 2020 will include interest deemed to have accrued from and including March 19, 2020 to, but excluding, April 15, 2020, totaling \$2,701,111.11 in the case of the 2025 Fixed Rate Notes and \$2,289,625.00 in the case of the 2040 Fixed Rate Notes. Such accrued interest shall be paid by the purchasers of the Additional Notes
Price to Public:	105.302% for the 2025 Fixed Rate Notes 112.417% for the 2040 Fixed Rate Notes
Benchmark Treasury:	0.500% due March 31, 2025 for the 2025 Fixed Rate Notes 2.375% due November 15, 2049 for the 2040 Fixed Rate Notes
Benchmark Treasury Yield:	0.443% for the 2025 Fixed Rate Notes 1.402% for the 2040 Fixed Rate Notes
Spread to Benchmark Treasury:	+140 basis points for the 2025 Fixed Rate Notes +195 basis points for the 2040 Fixed Rate Notes
Yield to Maturity:	1.843% for the 2025 Fixed Rate Notes 3.352% for the 2040 Fixed Rate Notes
Make-Whole Call:	All or a portion of the Additional Notes will be redeemable at a redemption price equal to the greater of (x) 100% of the principal amount of the Additional Notes then outstanding to be redeemed or (y) the sum of the present values of the remaining scheduled payments of principal and interest (excluding accrued and unpaid interest to, but excluding, the date of redemption) on the Additional Notes to be redeemed discounted to their present value as of the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months), (i) at any time prior to February 19, 2025 (one month prior to the maturity date of the 2025 Fixed Rate Notes) at a discount rate of Treasury <i>plus</i> 35 basis points, for the 2025 Fixed Rate Notes, and (ii) at any time prior to September 19, 2039 (six months prior to the maturity date of the 2040 Fixed Rate Notes) at a discount rate of Treasury <i>plus</i> 40 basis points, for the 2040 Fixed Rate Notes, <i>plus</i> , in each case, accrued and unpaid interest to, but excluding, the date of redemption
Par Call:	At any time on and after February 19, 2025 (one month prior to the maturity date of the 2025 Fixed Rate Notes), the Company may redeem the 2025 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2025 Fixed Rate Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the date of redemption At any time on and after September 19, 2039 (six months prior to the maturity date of the 2040 Fixed Rate Notes), the Company may redeem the 2040 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2040 Fixed Rate Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the date of redemption
CUSIP/ISIN:	30231G BH4/US30231GBH48 for the 2025 Fixed Rate Notes 30231G BF8/US30231GBF81 for the 2040 Fixed Rate Notes

Terms applicable to the New Notes

Principal Amount:	\$2,750,000,000 of 2023 Fixed Rate Notes \$2,000,000,000 of 2030 Fixed Rate Notes \$2,750,000,000 of 2051 Fixed Rate Notes
Maturity Date:	April 15, 2023 for the 2023 Fixed Rate Notes October 15, 2030 for the 2030 Fixed Rate Notes April 15, 2051 for the 2051 Fixed Rate Notes
Coupon (Interest Rate):	1.571% <i>per annum</i> for the 2023 Fixed Rate Notes 2.610% <i>per annum</i> for the 2030 Fixed Rate Notes 3.452% <i>per annum</i> for the 2051 Fixed Rate Notes
Interest Payment Dates:	April 15 and October 15, commencing October 15, 2020 (the Interest payable on October 15, 2020 being in respect of the period commencing April 15, 2020) for the 2023 Fixed Rate Notes, the 2030 Fixed Rate Notes and the 2051 Fixed Rate Notes
Price to Public:	100.000% for the 2023 Fixed Rate Notes 100.000% for the 2030 Fixed Rate Notes 100.000% for the 2051 Fixed Rate Notes
Benchmark Treasury:	0.250% due April 15, 2023 for the 2023 Fixed Rate Notes 1.500% due February 15, 2030 for the 2030 Fixed Rate Notes 2.375% due November 15, 2049 for the 2051 Fixed Rate Notes
Benchmark Treasury Yield:	0.321% for the 2023 Fixed Rate Notes 0.760% for the 2030 Fixed Rate Notes 1.402% for the 2051 Fixed Rate Notes
Spread to Benchmark Treasury:	+125 basis points for the 2023 Fixed Rate Notes +185 basis points for the 2030 Fixed Rate Notes +205 basis points for the 2051 Fixed Rate Notes
Yield to Maturity:	1.571% for the 2023 Fixed Rate Notes 2.610% for the 2030 Fixed Rate Notes 3.452% for the 2051 Fixed Rate Notes
Make-Whole Call:	All or a portion of the New Notes will be redeemable at a redemption price equal to the greater of (x) 100% of the principal amount of the New Notes then outstanding to be redeemed or (y) the sum of the present values of the remaining scheduled payments of principal and interest (excluding accrued and unpaid interest to, but excluding, the date of redemption) on the New Notes to be redeemed discounted to their present value as of the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months), (i) at any time prior to maturity at a discount rate of Treasury <i>plus</i> 20 basis points, for the 2023 Fixed Rate Notes, (ii) at any time prior to July 15, 2030 (three months prior to the maturity date of the 2030 Fixed Rate Notes) at a discount rate of Treasury <i>plus</i> 30 basis points, for the 2030 Fixed Rate Notes, and (iii) at any time prior to October 15, 2050 (six months prior to the maturity date of the 2051 Fixed Rate Notes) at a discount rate of Treasury <i>plus</i> 35 basis points, for the 2051 Fixed Rate Notes, <i>plus</i> , in each case, accrued and unpaid interest to, but excluding, the date of redemption

Par Call: At any time on and after July 15, 2030 (three months prior to the maturity date of the 2030 Fixed Rate Notes), the Company may redeem the 2030 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2030 Fixed Rate Notes to be redeemed, *plus* accrued and unpaid interest to, but excluding, the date of redemption

At any time on and after October 15, 2050 (six months prior to the maturity date of the 2051 Fixed Rate Notes), the Company may redeem the 2051 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2051 Fixed Rate Notes to be redeemed, *plus* accrued and unpaid interest to, but excluding, the date of redemption

CUSIP/ISIN: 30231G BL5/US30231GBL59 for the 2023 Fixed Rate Notes
30231G BN1/US30231GBN16 for the 2030 Fixed Rate Notes
30231G BM3/US30231GBM33 for the 2051 Fixed Rate Notes

Joint Book-Running Managers: BofA Securities, Inc.
Citigroup Global Markets Inc.
J.P. Morgan Securities LLC
Barclays Capital Inc.
HSBC Securities (USA) Inc.
Morgan Stanley & Co. LLC

Senior Co-Managers: BNP Paribas Securities Corp.
Deutsche Bank Securities Inc.
Mizuho Securities USA LLC
SG Americas Securities, LLC
Standard Chartered Bank
Wells Fargo Securities, LLC

Co-Managers: Banca IMI S.p.A
Credit Agricole Securities (USA) Inc.
Goldman Sachs & Co. LLC
Loop Capital Markets LLC
RBC Capital Markets, LLC
Santander Investment Securities Inc.
Scotia Capital (USA) Inc.
Siebert Williams Shank & Co., LLC
SMBC Nikko Securities America, Inc.
The Standard Bank of South Africa Limited
U.S. Bancorp Investments, Inc.

The Company has filed a registration statement (including a preliminary prospectus supplement and an accompanying prospectus) with the Securities and Exchange Commission (the “SEC”) for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents that the Company has filed with the SEC, including the preliminary prospectus supplement, for more complete information about the Company and this offering. You may get these documents for free by visiting the SEC website at www.sec.gov. Alternatively, the Company, any underwriter or any dealer participating in the offering will arrange to send you the preliminary prospectus supplement and the accompanying prospectus if you request it by contacting: BofA Securities, Inc. at 1-800-294-1322; Citigroup Global Markets Inc. at 1-800-831-9146 or J.P. Morgan Securities LLC at 1-212-834-4533.

Any disclaimers or other notices that may appear below are not applicable to this communication and should be disregarded. Such disclaimers or other notices were automatically generated as a result of this communication being sent via Bloomberg or another email system.

**OFFICER'S CERTIFICATE PURSUANT TO
SECTIONS 3.01 AND 3.03 OF THE INDENTURE IDENTIFIED BELOW**

The undersigned officer of Exxon Mobil Corporation (the "Company"), acting pursuant to authorization contained in resolutions of the Board of Directors of the Company duly adopted on January 29, 2020, as amended by a resolution of the Board of Directors of the Company duly adopted on April 3, 2020, and in resolutions of the Finance Committee of the Board of Directors of the Company duly adopted on January 29, 2020, as amended by a resolution of the Finance Committee of the Board of Directors of the Company duly adopted on April 3, 2020, does hereby authorize, adopt and approve the following terms for (a) a series of the Company's debt securities designated as "1.571% Notes due 2023" (the "2023 Fixed Rate Notes"); (b) a series of the Company's debt securities designated as "2.610% Notes due 2030" (the "2030 Fixed Rate Notes"); and (c) a series of the Company's debt securities designated as "3.452% Notes due 2051" (the "2051 Fixed Rate Notes" and, together with the 2023 Fixed Rate Notes and the 2030 Fixed Rate Notes, the "Fixed Rate Notes" or the "Notes"), each such series to be issued under an indenture, dated as of March 20, 2014 (the "Indenture"), between the Company and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), which Notes have been registered for sale with the Securities and Exchange Commission pursuant to a Registration Statement on Form S-3 (No. 333-237052) under the Securities Act of 1933, as amended. Capitalized terms used but not defined herein shall have the meanings set forth in the Indenture.

I The 2023 Fixed Rate Notes are entitled "1.571% Notes due 2023". The 2030 Fixed Rate Notes are entitled "2.610% Notes due 2030". The 2051 Fixed Rate Notes are entitled "3.452% Notes due 2051".

II (a) The 2023 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$2,750,000,000; (b) the 2030 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$2,000,000,000; and (c) the 2051 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$2,750,000,000, in each case, subject to (i) the Company's right from time to time, without giving notice to or seeking the consent of the holders of a series of the Notes, to issue an unlimited amount of additional securities having the same ranking and the same interest rate, maturity and other terms as such series of the Notes other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities (such additional securities having such similar terms, together with the applicable series of the Notes, constituting a single series of securities under the Indenture), *provided* that if such additional securities are not fungible with the then-outstanding Notes of the applicable series for U.S. federal income tax purposes, the additional securities shall have a separate CUSIP number, and (ii) Notes of any series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of such series pursuant to the provisions of the Indenture.

III (a) The 2023 Fixed Rate Notes will mature on April 15, 2023; (b) the 2030 Fixed Rate Notes will mature on October 15, 2030; and (c) the 2051 Fixed Rate Notes will mature on April 15, 2051, in each case subject to the provisions of the Indenture and this Officer's Certificate relating to acceleration and subject to the provisions of the Indenture and this Officer's Certificate relating to optional redemption.

A "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City (or other Place of Payment specified pursuant to the Indenture) are authorized or obligated by law or executive order to close.

IV Interest on the Notes

Interest on the Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. The 2023 Fixed Rate Notes will bear interest from April 15, 2020, or from the most recent Fixed Rate Interest Payment Date (as defined below) to which interest has been paid or provided for to, but excluding, the next Fixed Rate Interest Payment Date or Maturity, as the case may be (each of these periods, a "Fixed Rate Interest Period"), at the rate of 1.571% per annum, payable semiannually in arrears on April 15 and October 15 of each year (each a "Fixed Rate Interest Payment Date"), commencing on October 15, 2020 to the persons in whose names the 2023 Fixed Rate Notes are registered at the close of business on the immediately preceding April 1 and October 1, respectively, whether or not such date is a Business Day (each a "Fixed Rate Regular Record Date"). The 2030 Fixed Rate Notes will bear interest for each Fixed Rate Interest Period at the rate of 2.610% per annum, payable semiannually in arrears on each Fixed Rate Interest Payment Date, commencing October 15, 2020 to the persons in whose names the

2030 Fixed Rate Notes are registered at the close of business on the immediately preceding Fixed Rate Regular Record Date, whether or not such date is a Business Day. The 2051 Fixed Rate Notes will bear interest for each Fixed Rate Interest Period at the rate of 3.452% per annum, payable semiannually in arrears on each Fixed Rate Interest Payment Date, commencing on October 15, 2020 to the persons in whose names the 2051 Fixed Rate Notes are registered at the close of business on the immediately preceding Fixed Rate Regular Record Date, whether or not such date is a Business Day.

V Principal and interest on the Notes shall be payable, and the Notes may be surrendered for registration of transfer or exchange, at the office or agency of the Company maintained for that purpose, pursuant to the Indenture, which shall initially be the Corporate Trust Office of the Trustee located at, 60 Wall Street, 24th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt.

The Company, by or through the Trustee, may at its option pay interest by United States dollar check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; *provided, however*, that payments in connection with Global Securities to The Depository Trust Company (“DTC”) will be made by wire transfer of immediately available funds to the account of DTC or its nominee.

VI Any or all of the 2023 Fixed Rate Notes are redeemable at the Company’s option, at any time prior to Maturity at a redemption price for any 2023 Fixed Rate Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2023 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2023 Fixed Rate Notes being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on a semiannual basis at the Treasury Rate, as determined by the Reference Treasury Dealer, plus 20 basis points;

plus, in each case, accrued and unpaid interest on such 2023 Fixed Rate Notes to the Redemption Date.

Any or all of the 2030 Fixed Rate Notes are redeemable at the Company’s option, at any time prior to July 15, 2030 (the date that is three months before Maturity) at a redemption price for any 2030 Fixed Rate Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2030 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2030 Fixed Rate Notes being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on a semiannual basis at the Treasury Rate, as determined by the Reference Treasury Dealer, plus 30 basis points;

plus, in each case, accrued and unpaid interest on such 2030 Fixed Rate Notes to the Redemption Date. Any or all of the 2030 Fixed Rate Notes are redeemable at the Company’s option, at any time on or after July 15, 2030 (the date that is three months before Maturity), at a redemption price for any 2030 Fixed Rate Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2030 Fixed Rate Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2030 Fixed Rate Notes to such Redemption Date.

Any or all of the 2051 Fixed Rate Notes are redeemable at the Company’s option, at any time prior to October 15, 2050 (the date that is six months before Maturity) at a redemption price for any 2051 Fixed Rate Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2051 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2051 Fixed Rate Notes being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on a semiannual basis at the Treasury Rate, as determined by the Reference Treasury Dealer, plus 35 basis points;

plus, in each case, accrued and unpaid interest on such 2051 Fixed Rate Notes to the Redemption Date. Any or all of the 2051 Fixed Rate Notes are redeemable at the Company's option, at any time on or after October 15, 2050 (the date that is six months before Maturity), at a redemption price for any 2051 Fixed Rate Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2051 Fixed Rate Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2051 Fixed Rate Notes to such Redemption Date.

Notwithstanding the foregoing, installments of interest on the Fixed Rate Notes that are due and payable on Fixed Rate Interest Payment Dates falling on or prior to a Redemption Date will be payable on the relevant Fixed Rate Interest Payment Date to the Holders of such Fixed Rate Notes as of the close of business on the Fixed Rate Regular Record Date immediately preceding such Fixed Rate Interest Payment Date. The redemption price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Company will send notice of any redemption not more than 60 nor less than 10 days before the Redemption Date to each registered Holder of the Fixed Rate Notes to be redeemed, with such notice to be sent in accordance with the provisions of the Indenture. Once notice of redemption is sent, the Fixed Rate Notes called for redemption will become due and payable on the Redemption Date and at the applicable redemption price, plus accrued and unpaid interest to the Redemption Date, subject to any conditions precedent specified in such notice.

On and after the Redemption Date, interest will cease to accrue on the Fixed Rate Notes or any portion of the Fixed Rate Notes called for redemption (unless the Company defaults in the payment of the redemption price and accrued interest). On or before the Redemption Date, the Company will deposit with a paying agent or the Trustee money sufficient to pay the redemption price of and accrued interest on the Fixed Rate Notes to be redeemed on that date. If less than all of the Fixed Rate Notes of a series are to be redeemed, the Fixed Rate Notes of that series to be redeemed shall be selected by the Trustee pro rata, by lot, or by such other method the Trustee deems to be fair and appropriate, in each case in accordance with the applicable procedures of DTC.

For purposes of this Clause VI:

"Comparable Treasury Issue" means the United States Treasury security having a maturity comparable to the remaining term of the Fixed Rate Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Fixed Rate Notes.

"Comparable Treasury Price" means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (b) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (c) if only one Reference Treasury Dealer Quotation is received, such quotation.

"Redemption Date" means, with respect to the Fixed Rate Notes of each series, any date fixed for redemption by or pursuant to the Indenture and such Fixed Rates Notes.

"Reference Treasury Dealer" means (a) each of BofA Securities, Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a "Primary Treasury Dealer"), the Company will substitute therefor another Primary Treasury Dealer; and (b) any other Primary Treasury Dealer(s) selected by the Company.

"Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

VII The Notes shall not be entitled to the benefit of any mandatory redemption or sinking fund.

VIII The Notes shall be issued only in denominations of U.S. \$2,000, and any integral multiple of U.S. \$1,000 in excess thereof.

IX The Trustee, Paying Agent and Security Registrar for the Notes shall initially be Deutsche Bank Trust Company Americas.

X Upon issuance, the Notes of each series will be represented by one or more global Securities representing all of the aggregate principal amount of such Notes and will be registered in the name of the nominee of DTC, which will act as depository. DTC, or any successor depository for the Notes permitted by the terms of the Indenture, this Officer's Certificate and the Notes, is hereinafter referred to as the "Depository." Except as set forth in the Indenture, owners of beneficial interests in the Notes will not be entitled to have Notes registered in their names, will not receive or be entitled to receive Notes in definitive form and will not be considered Holders of Notes under the Indenture.

Notwithstanding any other provisions of the Indenture, this Officer's Certificate or the Notes, unless and until exchanged in whole or in part for the individual Securities represented thereby, the global Security or Securities representing all or a portion of the Notes of the applicable series may not be transferred except, as provided in Section 3.05 of the Indenture, by the Depository to another nominee of the Depository for the Notes, or by a nominee of such Depository to such Depository or another nominee of such Depository, or by such Depository or any such nominee to a successor Depository or nominee of such successor Depository.

XI The Notes shall be defeasible pursuant to Section 4.03 of the Indenture.

XII The issue price to public of the 2023 Fixed Rate Notes shall be 100% of the principal amount of the 2023 Fixed Rate Notes. The issue price to public of the 2030 Fixed Rate Notes shall be 100% of the principal amount of the 2030 Fixed Rate Notes. The issue price to public of the 2051 Fixed Rate Notes shall be 100% of the principal amount of the 2051 Fixed Rate Notes.

XIII The underwriters' commission or discount as a percentage of the principal amount of the 2023 Fixed Rate Notes shall be 0.100% of the principal amount of the 2023 Fixed Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2030 Fixed Rate Notes shall be 0.200% of the principal amount of the 2030 Fixed Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2051 Fixed Rate Notes shall be 0.425% of the principal amount of the 2051 Fixed Rate Notes.

Furthermore, we hereby approve the form of and authorize the execution and delivery of the Notes substantially in the forms attached hereto as Exhibit A, Exhibit B and Exhibit C.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate on behalf of the Company as of this 15th day of April, 2020.

By: /s/ J. M. Spellings

Name: J. M. Spellings

Title: Vice President, Treasurer
and General Tax Counsel

[Signature Page to Officer's Certificate pursuant to Sections 3.01 and 3.03 of the Indenture]

EXHIBIT A

[Form of 1.571% Note due 2023]

[Face of Security]

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF DTC OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

EXXON MOBIL CORPORATION

No. []

U.S. \$[]

CUSIP / ISIN: 30231G BL5 / US30231GBL59

EXXON MOBIL CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey (herein called the “Company”, which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [] UNITED STATES DOLLARS on April 15, 2023 and to pay interest thereon from April 15, 2020 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on April 15 and October 15 in each year, commencing on October 15, 2020 at the rate of 1.571% per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Fixed Rate Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Fixed Rate Regular Record Date for such interest, which shall be the April 1 or October 1 (whether or not a Business Date), as the case may be, next preceding such Fixed Rate Interest Payment Date. Except as otherwise provided in the Indenture, any such interest not so timely paid or duly provided for will forthwith cease to be payable to the Holder on such Fixed Rate Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Company, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the office or agency of the Company maintained for that purpose, pursuant to the Indenture, which shall initially be the Corporate Trust Office of the Trustee located at 60 Wall Street, 24th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of (and premium, if any) and interest will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Company payment of the principal of (and premium, if any) and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse side hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof, directly or through an Authenticating Agent, by manual signature of an authorized signatory, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: April 15, 2020

EXXON MOBIL CORPORATION

By: _____
Title: _____

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein issued under the Indenture described herein.

Dated: April 15, 2020

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: _____
Title: Authorized Signatory

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014 (as supplemented by the Officer’s Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the “Indenture”), between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee”, which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to U.S. \$2,750,000,000, subject to (i) the Company’s right from time to time, without giving notice to or seeking the consent of the holders of the Securities, to issue an unlimited amount of additional securities in one or more series having the same ranking and the same interest rate, maturity and other terms as the Securities other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities (such additional securities having such similar terms, together with the Securities of this series, constituting a single issue of Securities under the Indenture), *provided* that if such additional securities are not fungible with the then-outstanding Securities of this series for U.S. federal income tax purposes, the additional securities shall have a separate CUSIP number, and (ii) Securities of this series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of this series pursuant to the provisions of the Indenture. The Securities of this series are issuable as Securities only in registered form, without coupons in denominations of U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of any authorized denominations, as requested by the Holder surrendering the same, upon surrender of the Security or Securities to be exchanged at any office or agency described below where Securities of this series may be presented for registration of transfer.

Any or all of the Securities of this series are redeemable at the Company’s option at any time. The redemption price for any Securities to be redeemed on any date fixed for redemption by or pursuant to the Indenture and the Securities (a “Redemption Date”) that is prior to Maturity of the Securities will be equal to the greater of the following amounts:

- 100% of the principal amount of the Securities being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the Securities being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on a semiannual basis at the Treasury Rate (as defined herein), as determined by the Reference Treasury Dealer (as defined herein), plus 20 basis points;

plus, in each case, accrued and unpaid interest on the Securities to such Redemption Date.

Notwithstanding the foregoing, installments of interest on the Securities that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the relevant Interest Payment Date to the Holders of the Securities as of the close of business on the Regular Record Date immediately preceding such Interest Payment Date. The redemption price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Partial redemption must be made in an amount not less than U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof.

Notice of redemption will be sent to Holders of Securities, not more than 60 days nor less than 10 days prior to the date fixed for redemption, all as provided in the Indenture.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

“Comparable Treasury Issue” means the United States Treasury security having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Securities.

“Comparable Treasury Price” means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (b) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (c) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Reference Treasury Dealer” means (a) each of BofA Securities, Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer; and (b) any other Primary Treasury Dealer(s) selected by the Company.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Redemption Date.

“Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

Subject to certain conditions set forth in the Indenture, the Company at any time may discharge or defease some of or all of its obligations under this Security and the Indenture in accordance with Section 4.03 of the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding (with each series voting as a separate class in certain cases specified in the Indenture, or with all series voting as one class, in certain other cases specified in the Indenture), on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notification of such consent or waiver is made upon this Security.

As set forth in, and subject to, the provisions of the Indenture, no Holder of any Security of this series will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless such Holder shall have previously given to the Trustee written notice at the Corporate Trust Office of a continuing Event of Default with respect to this series, the Holders of not less than 25% in principal amount of the Outstanding Securities of this series and all other affected series shall have made written request to the Trustee to institute such proceeding as trustee (and offered security or indemnity satisfactory to the Trustee), and the Trustee shall not have received from the Holders of a majority in principal amount of the Outstanding Securities of all affected series a direction inconsistent with such request and shall have failed to institute such proceedings within 60 days; *provided, however*, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of (and premium, if any) or any interest on this Security on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and any interest on this Security at the times, places and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of (and premium, if any) and any interest on such Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. The Company and the Trustee shall be entitled to request an opinion of counsel providing that the transfer complies with applicable securities laws.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Notwithstanding anything in the Indenture or in the terms of this Security to the contrary, the exchange of this Security for a Security will be subject to satisfaction of the provisions of the United States tax laws in effect at the time of the exchange. Neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be required to exchange this Security for a Security if (a) as a result thereof and in the Company's judgment, the Company would incur adverse consequences under then applicable United States Federal income tax laws and (b) in the case of the Trustee or any agent of the Company or the Trustee, the Company shall have delivered to such Person an Officer's Certificate and an Opinion of Counsel as to the matters set forth in clause (a) above.

The Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

EXHIBIT B

[Form of 2.610% Note due 2030]

[Face of Security]

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF DTC OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

EXXON MOBIL CORPORATION

No. []]

U.S. \$[]]

CUSIP / ISIN: 30231G BN1 / US30231GBN16

EXXON MOBIL CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey (herein called the “Company”, which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [] UNITED STATES DOLLARS on October 15, 2030 and to pay interest thereon from April 15, 2020 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on April 15 and October 15 in each year, commencing on October 15, 2020 at the rate of 2.610% per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Fixed Rate Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Fixed Rate Regular Record Date for such interest, which shall be the April 1 or October 1 (whether or not a Business Date), as the case may be, next preceding such Fixed Rate Interest Payment Date. Except as otherwise provided in the Indenture, any such interest not so timely paid or duly provided for will forthwith cease to be payable to the Holder on such Fixed Rate Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Company, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the office or agency of the Company maintained for that purpose, pursuant to the Indenture, which shall initially be the Corporate Trust Office of the Trustee located at 60 Wall Street, 24th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of (and premium, if any) and interest will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Company payment of the principal of (and premium, if any) and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse side hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof, directly or through an Authenticating Agent, by manual signature of an authorized signatory, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: April 15, 2020

EXXON MOBIL CORPORATION

By: _____
Title: _____

B-2

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein issued under the Indenture described herein.

Dated: April 15, 2020

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: _____
Title: Authorized Signatory

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014 (as supplemented by the Officer’s Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the “Indenture”), between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee”, which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to U.S. \$2,000,000,000, subject to (i) the Company’s right from time to time, without giving notice to or seeking the consent of the holders of the Securities, to issue an unlimited amount of additional securities in one or more series having the same ranking and the same interest rate, maturity and other terms as the Securities other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities (such additional securities having such similar terms, together with the Securities of this series, constituting a single issue of Securities under the Indenture), *provided* that if such additional securities are not fungible with the then-outstanding Securities of this series for U.S. federal income tax purposes, the additional securities shall have a separate CUSIP number, and (ii) Securities of this series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of this series pursuant to the provisions of the Indenture. The Securities of this series are issuable as Securities only in registered form, without coupons in denominations of U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of any authorized denominations, as requested by the Holder surrendering the same, upon surrender of the Security or Securities to be exchanged at any office or agency described below where Securities of this series may be presented for registration of transfer.

Any or all of the Securities of this series are redeemable at the Company’s option at any time. The redemption price for any Securities to be redeemed on any date fixed for redemption by or pursuant to the Indenture and the Securities (a “Redemption Date”) that is prior to July 15, 2030 (three months before Maturity of the Securities) will be equal to the greater of the following amounts:

- 100% of the principal amount of the Securities being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the Securities being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on a semiannual basis at the Treasury Rate (as defined herein), as determined by the Reference Treasury Dealer (as defined herein), plus 30 basis points;

plus, in each case, accrued and unpaid interest on the Securities to such Redemption Date.

The redemption price for any Securities to be redeemed on a Redemption Date that is on or after July 15, 2030 (three months before Maturity of the Securities) will be equal to 100% of the principal amount of the Securities being redeemed on such Redemption Date, plus accrued and unpaid interest on such Securities to such Redemption Date.

Notwithstanding the foregoing, installments of interest on the Securities that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the relevant Interest Payment Date to the Holders of the Securities as of the close of business on the Regular Record Date immediately preceding such Interest Payment Date. The redemption price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Partial redemption must be made in an amount not less than U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof.

Notice of redemption will be sent to Holders of Securities, not more than 60 days nor less than 10 days prior to the date fixed for redemption, all as provided in the Indenture.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

“Comparable Treasury Issue” means the United States Treasury security having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Securities.

“Comparable Treasury Price” means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (b) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (c) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Reference Treasury Dealer” means (a) each of BofA Securities, Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer; and (b) any other Primary Treasury Dealer(s) selected by the Company.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Redemption Date.

“Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

Subject to certain conditions set forth in the Indenture, the Company at any time may discharge or defease some of or all of its obligations under this Security and the Indenture in accordance with Section 4.03 of the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding (with each series voting as a separate class in certain cases specified in the Indenture, or with all series voting as one class, in certain other cases specified in the Indenture), on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notification of such consent or waiver is made upon this Security.

As set forth in, and subject to, the provisions of the Indenture, no Holder of any Security of this series will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless such Holder shall have previously given to the Trustee written notice at the Corporate Trust Office of a continuing Event of Default with respect to this series, the Holders of not less than 25% in principal amount of the Outstanding Securities of this series and all other affected series shall have made written request to the Trustee to institute such proceeding as trustee (and offered security or indemnity satisfactory to the Trustee), and the Trustee shall not have received from the Holders of a majority in principal amount of the Outstanding Securities of all affected series a direction inconsistent with such request and shall have failed to institute such proceedings within 60 days; *provided, however*, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of (and premium, if any) or any interest on this Security on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and any interest on this Security at the times, places and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of (and premium, if any) and any interest on such Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. The Company and the Trustee shall be entitled to request an opinion of counsel providing that the transfer complies with applicable securities laws.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Notwithstanding anything in the Indenture or in the terms of this Security to the contrary, the exchange of this Security for a Security will be subject to satisfaction of the provisions of the United States tax laws in effect at the time of the exchange. Neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be required to exchange this Security for a Security if (a) as a result thereof and in the Company's judgment, the Company would incur adverse consequences under then applicable United States Federal income tax laws and (b) in the case of the Trustee or any agent of the Company or the Trustee, the Company shall have delivered to such Person an Officer's Certificate and an Opinion of Counsel as to the matters set forth in clause (a) above.

The Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

EXHIBIT C

[Form of 3.452% Note due 2051]

[Face of Security]

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF DTC OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

EXXON MOBIL CORPORATION

No. []

U.S. \$[]

CUSIP / ISIN: 30231G BM3 / US30231GBM33

EXXON MOBIL CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey (herein called the “Company”, which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [] UNITED STATES DOLLARS on April 15, 2051 and to pay interest thereon from April 15, 2020 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on April 15 and October 15 in each year, commencing on October 15, 2020 at the rate of 3.452% per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Fixed Rate Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Fixed Rate Regular Record Date for such interest, which shall be the April 1 or October 1 (whether or not a Business Date), as the case may be, next preceding such Fixed Rate Interest Payment Date. Except as otherwise provided in the Indenture, any such interest not so timely paid or duly provided for will forthwith cease to be payable to the Holder on such Fixed Rate Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Company, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the office or agency of the Company maintained for that purpose, pursuant to the Indenture, which shall initially be the Corporate Trust Office of the Trustee located at 60 Wall Street, 24th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of (and premium, if any) and interest will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Company payment of the principal of (and premium, if any) and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse side hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof, directly or through an Authenticating Agent, by manual signature of an authorized signatory, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: April 15, 2020

EXXON MOBIL CORPORATION

By: _____
Title: _____

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein issued under the Indenture described herein.

Dated: April 15, 2020

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: _____
Title: Authorized Signatory

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014 (as supplemented by the Officer’s Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the “Indenture”), between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee”, which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to U.S. \$2,750,000,000, subject to (i) the Company’s right from time to time, without giving notice to or seeking the consent of the holders of the Securities, to issue an unlimited amount of additional securities in one or more series having the same ranking and the same interest rate, maturity and other terms as the Securities other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities (such additional securities having such similar terms, together with the Securities of this series, constituting a single issue of Securities under the Indenture), *provided* that if such additional securities are not fungible with the then-outstanding Securities of this series for U.S. federal income tax purposes, the additional securities shall have a separate CUSIP number, and (ii) Securities of this series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of this series pursuant to the provisions of the Indenture. The Securities of this series are issuable as Securities only in registered form, without coupons in denominations of U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of any authorized denominations, as requested by the Holder surrendering the same, upon surrender of the Security or Securities to be exchanged at any office or agency described below where Securities of this series may be presented for registration of transfer.

Any or all of the Securities of this series are redeemable at the Company’s option at any time. The redemption price for any Securities to be redeemed on any date fixed for redemption by or pursuant to the Indenture and the Securities (a “Redemption Date”) that is prior to October 15, 2050 (six months before Maturity of the Securities) will be equal to the greater of the following amounts:

- 100% of the principal amount of the Securities being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the Securities being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on a semiannual basis at the Treasury Rate (as defined herein), as determined by the Reference Treasury Dealer (as defined herein), plus 35 basis points;

plus, in each case, accrued and unpaid interest on the Securities to such Redemption Date.

The redemption price for any Securities to be redeemed on a Redemption Date that is on or after October 15, 2050 (six months before Maturity of the Securities) will be equal to 100% of the principal amount of the Securities being redeemed on such Redemption Date, plus accrued and unpaid interest on such Securities to such Redemption Date.

Notwithstanding the foregoing, installments of interest on the Securities that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the relevant Interest Payment Date to the Holders of the Securities as of the close of business on the Regular Record Date immediately preceding such Interest Payment Date. The redemption price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Partial redemption must be made in an amount not less than U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof.

Notice of redemption will be sent to Holders of Securities, not more than 60 days nor less than 10 days prior to the date fixed for redemption, all as provided in the Indenture.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

“Comparable Treasury Issue” means the United States Treasury security having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Securities.

“Comparable Treasury Price” means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (b) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (c) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Reference Treasury Dealer” means (a) each of BofA Securities, Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer; and (b) any other Primary Treasury Dealer(s) selected by the Company.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Redemption Date.

“Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

Subject to certain conditions set forth in the Indenture, the Company at any time may discharge or defease some of or all of its obligations under this Security and the Indenture in accordance with Section 4.03 of the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding (with each series voting as a separate class in certain cases specified in the Indenture, or with all series voting as one class, in certain other cases specified in the Indenture), on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notification of such consent or waiver is made upon this Security.

As set forth in, and subject to, the provisions of the Indenture, no Holder of any Security of this series will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless such Holder shall have previously given to the Trustee written notice at the Corporate Trust Office of a continuing Event of Default with respect to this series, the Holders of not less than 25% in principal amount of the Outstanding Securities of this series and all other affected series shall have made written request to the Trustee to institute such proceeding as trustee (and offered security or indemnity satisfactory to the Trustee), and the Trustee shall not have received from the Holders of a majority in principal amount of the Outstanding Securities of all affected series a direction inconsistent with such request and shall have failed to institute such proceedings within 60 days; *provided, however*, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of (and premium, if any) or any interest on this Security on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and any interest on this Security at the times, places and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of (and premium, if any) and any interest on such Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. The Company and the Trustee shall be entitled to request an opinion of counsel providing that the transfer complies with applicable securities laws.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Notwithstanding anything in the Indenture or in the terms of this Security to the contrary, the exchange of this Security for a Security will be subject to satisfaction of the provisions of the United States tax laws in effect at the time of the exchange. Neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be required to exchange this Security for a Security if (a) as a result thereof and in the Company's judgment, the Company would incur adverse consequences under then applicable United States Federal income tax laws and (b) in the case of the Trustee or any agent of the Company or the Trustee, the Company shall have delivered to such Person an Officer's Certificate and an Opinion of Counsel as to the matters set forth in clause (a) above.

The Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

OPINION OF DAVIS POLK & WARDWELL LLP

April 15, 2020

Exxon Mobil Corporation
5959 Las Colinas Boulevard
Irving, Texas 75039-2298

Ladies and Gentlemen:

Exxon Mobil Corporation, a New Jersey corporation (the “**Company**”), has filed with the Securities and Exchange Commission a Registration Statement on Form S-3 (File No. 333-237052) (the “**Registration Statement**”) for the purpose of registering under the Securities Act of 1933, as amended (the “**Securities Act**”), certain debt securities, including \$2,750,000,000 aggregate principal amount of its 1.571% Notes due 2023 (the “**2023 Notes**”), \$1,250,000,000 aggregate principal amount of its 2.992% Notes due 2025 (the “**2025 Notes**”, constituting a further issuance of the 2.992% Notes due 2025, of which \$1,500,000,000 aggregate principal amount was issued on March 19, 2020), \$2,000,000,000 aggregate principal amount of its 2.610% Notes due 2030 (the “**2030 Notes**”), \$750,000,000 aggregate principal amount of its 4.227% Notes due 2040 (the “**2040 Notes**”, constituting a further issuance of the 4.227% Notes due 2040, of which \$1,250,000,000 aggregate principal amount was issued on March 19, 2020, and together with the 2025 Notes, the “**Additional Notes**”) and \$2,750,000,000 aggregate principal amount of its 3.452% Notes due 2051 (the “**2051 Notes**” and, together with the 2023 Notes and the 2030 Notes, the “**New Notes**”). The Additional Notes and the New Notes are collectively referred to herein as the “**Securities**”. The Securities are to be issued pursuant to the provisions of the indenture dated March 20, 2014 between the Company and Deutsche Bank Trust Company Americas, as trustee, as supplemented by an officer’s certificate of the Vice President and Treasurer of the Company dated March 19, 2020 relating to the Additional Notes and an officer’s certificate of the Vice President, Treasurer and General Tax Counsel of the Company dated April 15, 2020 relating to the New Notes (together, the “**Indenture**”). The Securities are to be sold pursuant to the Underwriting Agreement dated April 13, 2020 among the Company and the several underwriters named therein.

We, as your counsel, have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion.

In rendering the opinion expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all signatures on all documents that we reviewed are genuine, (iv) all natural persons executing documents had and have the legal capacity to do so, (v) all statements in certificates of public officials and officers of the Company that we reviewed were and are accurate and (vi) all representations made by the Company as to matters of fact in the documents that we reviewed were and are accurate.

Based on the foregoing, and subject to the additional assumptions and qualifications set forth below, we advise you that, in our opinion, assuming the Securities have been duly executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to the Underwriting Agreement, the Securities will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, concepts of reasonableness and equitable principles of general applicability, provided that we express no opinion as to the enforceability of any waiver of rights under any usury or stay law.

In connection with the opinion expressed above, we have assumed that the Company is validly existing as a corporation in good standing under the laws of the State of New Jersey. In addition, we have assumed that the Indenture and the Securities (collectively, the “**Documents**”) are valid, binding and enforceable agreements of each party thereto (other than as expressly covered above in respect of the Company). We have also assumed that the execution, delivery and performance by each party to each Document to which it is a party (a) are within its corporate powers, (b) do not contravene, or constitute a default under, the certificate of incorporation or bylaws or other constitutive documents of such party, (c) require no action by or in respect of, or filing with, any governmental body, agency or official and (d) do not contravene, or constitute a default under, any provision of applicable law or regulation or any judgment, injunction, order or decree or any agreement or other instrument binding upon such party, provided that we make no such assumption to the extent that we have specifically opined as to such matters with respect to the Company.

We are members of the Bar of the State of New York and the foregoing opinion is limited to the laws of the State of New York, except that we express no opinion as to any law, rule or regulation that is applicable to the Company, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

We hereby consent to the filing of this opinion as an exhibit to a current report on Form 8-K to be filed by the Company on the date hereof and its incorporation by reference into the Registration Statement and further consent to the reference to our name under the caption “**Validity of the Notes**” in the prospectus supplements relating to the Securities that are part of the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Davis Polk & Wardwell LLP

OPINION OF LISA K. BORK, ESQ.

April 15, 2020

Exxon Mobil Corporation
5959 Las Colinas Boulevard
Irving, Texas 75039-2298

Ladies and Gentlemen:

I am Executive Counsel – Corporate of Exxon Mobil Corporation, a New Jersey corporation (the “**Company**”). The Company has filed with the Securities and Exchange Commission a Registration Statement on Form S-3 (File No. 333-237052) (the “**Registration Statement**”) for the purpose of registering under the Securities Act of 1933, as amended (the “**Securities Act**”), certain debt securities, including \$2,750,000,000 aggregate principal amount of its 1.571% Notes due 2023 (the “**2023 Notes**”), \$1,250,000,000 aggregate principal amount of its 2.992% Notes due 2025 (the “**2025 Notes**”, constituting a further issuance of the 2.992% Notes due 2025, of which \$1,500,000,000 aggregate principal amount was issued on March 19, 2020), \$2,000,000,000 aggregate principal amount of its 2.610% Notes due 2030 (the “**2030 Notes**”), \$750,000,000 aggregate principal amount of its 4.227% Notes due 2040 (the “**2040 Notes**”, constituting a further issuance of the 4.227% Notes due 2040, of which \$1,250,000,000 aggregate principal amount was issued on March 19, 2020, and together with the 2025 Notes, the “**Additional Notes**”) and \$2,750,000,000 aggregate principal amount of its 3.452% Notes due 2051 (the “**2051 Notes**” and, together with the 2023 Notes and the 2030 Notes, the “**New Notes**”). The Additional Notes and the New Notes are collectively referred to herein as the “**Securities**”. The Securities are to be issued pursuant to the provisions of the indenture dated March 20, 2014 between the Company and Deutsche Bank Trust Company Americas, as trustee, as supplemented by an officer’s certificate of the Vice President and Treasurer of the Company dated March 19, 2020 relating to the Additional Notes and an officer’s certificate of the Vice President, Treasurer and General Tax Counsel of the Company dated April 15, 2020 relating to the New Notes (together, the “**Indenture**”). The Securities are to be sold pursuant to the Underwriting Agreement dated April 13, 2020 among the Company and the several underwriters named therein. The Indenture and the Securities are herein referred to as the “**Documents**”.

I have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as I have deemed necessary or advisable for the purpose of rendering this opinion.

In rendering the opinion expressed herein, I have, without independent inquiry or investigation, assumed that (i) all documents submitted to me as originals are authentic and complete, (ii) all documents submitted to me as copies conform to authentic, complete originals, (iii) all signatures on all documents that I reviewed are genuine, (iv) all natural persons executing documents had and have the legal capacity to do so, (v) all statements in certificates of public officials and officers of the Company that I reviewed were and are accurate and (vi) all representations made by the Company as to matters of fact in the documents that I reviewed were and are accurate.

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, I am of the opinion that:

1. The Company is validly existing as a corporation in good standing under the laws of the State of New Jersey, and the Company has corporate power and authority to issue the Securities and to perform its obligations thereunder.
2. The Indenture has been duly authorized, executed and delivered by the Company.
3. The Securities have been duly authorized by the Company.

I am a member of the Bar of the State of Texas, and the foregoing opinion is limited to the New Jersey Business Corporation Act and the federal laws of the United States of America, except that I express no opinion as to any law, rule or regulation that is applicable to the Company, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

Davis Polk & Wardwell LLP, special counsel to the Company, may rely upon this opinion in rendering its opinion of even date herewith.

I hereby consent to the filing of this opinion as an exhibit to a current report on Form 8-K to be filed by the Company on the date hereof and its incorporation by reference into the Registration Statement and further consent to the reference to my name under the caption "**Validity of the Notes**" in any prospectus supplement relating to the Securities which is a part of the Registration Statement. In giving this consent, I do not admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

By: /s/ Lisa K. Bork, Esq.