

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) October 10, 2006

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 75039-2298
(Address of principal executive offices) (Zip Code)

(Registrant's telephone number, including area code): **(972) 444-1000**

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

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))

Item 1.01 Entry into a Material Definitive Agreement

On October 10, 2006, the registrant amended and restated its Supplemental Savings Plan, Supplemental Pension Plan, and Additional Payments Plan. The terms of the Plans as amended and restated are filed as exhibits to this report. The restated Plans incorporate changes resulting from tax provisions of the American Jobs Creation Act as well as technical and conforming changes. Reference is made to the narrative discussion accompanying the Pension Plan Table in the registrant's 2006 Proxy Statement dated April 12, 2006 for a summary of the coverage and benefits provided by the Plans.

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: October 12, 2006

By: /s/ Patrick T. Mulva

Name: Patrick T. Mulva
Title: Vice President, Controller and
Principal Accounting Officer

INDEX TO EXHIBITS

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---------------------------------------|
| 10(iii)(c.1) | ExxonMobil Supplemental Savings Plan. |
| 10(iii)(c.2) | ExxonMobil Supplemental Pension Plan. |
| 10(iii)(c.3) | ExxonMobil Additional Payments Plan. |

EXXONMOBIL SUPPLEMENTAL SAVINGS PLAN
(Including Key Employee Supplemental Savings Plan)

1. Purpose

The purpose of this Plan is to provide a payment of approximately equivalent value from the general assets of Exxon Mobil Corporation ("Corporation") to a person participating in the ExxonMobil Savings Plan ("Savings Plan") who, because of the application of United States Internal Revenue Code ("Code") sections 415 and 401(a)(17) is precluded from receiving employer contributions to the person's Savings Plan account to which the person would otherwise be entitled.

2. Benefits

2.1 Benefit Formula

As to any specific Savings Plan participant the total amount of payment under this Plan is an amount that is in general determined by notionally crediting on a monthly basis the amount of employer contributions that cannot be made to the Savings Plan for that person as a result of application to that person of Code sections 415 and 401(a)(17); except that, for those persons who, as of December 31, 1993, are classified at level 36 and are age 50 and above, only notional employer contributions made after such date are taken into account. This amount is enhanced in each instance by the Citibank Prime Lending Rate as of the last business day of each calendar quarter, and is then reduced, but not below zero, by the amount, if any, of the actuarial lump-sum value of the amount payable to the participant under the ExxonMobil Key Employee Additional Payments Plan that is not applied as an offset against the participant's benefit under the ExxonMobil Additional Payments Plan or the ExxonMobil Supplemental Pension Plan. For this purpose, the actuarial lump-sum value shall be determined using the mortality and interest rate assumptions set out in the ExxonMobil Pension Accounts Instrument.

2.2 Calculation Methodology

The exact methodology used in determining such monthly credits and interest thereon will be established from time to time by the Plan Administrator. General guidelines to be followed are:

(A) Required Participant Contributions

To the extent determined by those administering this Plan, a person is required to make regular employee contributions to the person's Savings Plan account up to the maximum permitted by the Code to receive credits under this Plan.

(B) Discretionary Employee Contributions

Prior to July 1, 2002, a person may not enhance the amounts credited under this Plan by making discretionary employee contributions to the person's Savings Plan account.

(C) Additional Contributions under Stock Match Account

No amount is credited under this Plan because of a person's inability to obtain the enhanced portion of the employer match for employer matches directed to the Stock Match Account in the Savings Plan.

3. Payment of Benefits

Payment of the benefit determined under article 2 above shall be made in a lump sum as soon as practicable following the latest of the following times:

- (A) the person's termination of employment or retirement from ExxonMobil;
- (B) in the case of a person who, immediately prior to his or her termination or retirement, has a Classification Level of 37 or above ("Key Employee"), the six-month anniversary of the person's termination of employment or retirement; or
- (C) In the case of a participant whose Savings Plan account is transferred to a savings plan sponsored by Infineum USA Inc. or any of its affiliates ("Infineum"), the participant's termination of employment from Infineum.

4. Payment Upon Death

4.1 In General

If a person dies before his benefit under this Plan is distributed to him, then such benefit shall be distributed as soon as practicable after death to the person's beneficiary determined under section 4.2 below.

4.2 Designation of Beneficiaries

(A) In General

A person entitled to receive a payment under this Plan may name one or more designated beneficiaries to receive such payment in the event of the person's death. Beneficiary designations shall be made in accordance with such procedures as the Plan Administrator may establish. Spousal consent to any designation is not required.

(B) Default Beneficiaries

(1) In General

If no specific designation is in effect, the deceased's beneficiary is the person or persons in the first of the following classes of successive beneficiaries living at the time of death of the deceased:

- (a) spouse;
- (b) children who survive the participant or who die before the participant leaving children of their own who survive the participant;
- (c) parents;
- (d) brothers and sisters who survive the participant or who die before the participant leaving children of their own who survive the participant.

If there are no members of any class of such beneficiaries, payment is made to the deceased's executors or administrators.

(2) Allocation among Default Beneficiaries

If the same class of beneficiaries under paragraph (1) above contains two or more persons, they share equally, with further subdivision of such equal shares as next provided. In class (b), where a child dies before the participant leaving children who survive the participant, such child's share is subdivided equally among those children. In class (d), where a brother or sister dies before the participant leaving children who survive the participant, such brother or sister's share is subdivided equally among those children.

(3) Definitions

For purposes of this Section 4.2, "child" means a person's son or daughter by legitimate blood relationship or legal adoption; "parent" means a person's father or mother by legitimate blood relationship or legal adoption; "brother" or "sister" means another child of either or both of one's parents.

5. Miscellaneous

5.1 Administration of Plan

The Plan Administrator shall be the Manager, Compensation, Benefit Plans and Policies, Human Resources Department, Exxon Mobil Corporation. The Plan Administrator shall have the right and authority to conclusively interpret this Plan for all purposes, including the determination of any person's eligibility for benefits hereunder and the resolution of any and all appeals relating to claims by participants or beneficiaries, with any such interpretation being conclusive for all participants and beneficiaries.

5.2 Nature of Payments

Payments provided under this Plan are considered general obligations of the Corporation.

5.3 Assignment or Alienation

Except as provided in section 5.5 below, payments provided under this Plan may not be assigned or otherwise alienated or pledged.

5.4 Amendment or Termination

The Corporation reserves the right to amend or terminate this plan, in whole or in part, including the right at any time to reduce or eliminate any accrued benefits hereunder and to alter or amend the benefit formula set out herein.

5.5 Forfeiture of Benefits

No person shall be entitled to receive payments under this Plan and any payments received under this Plan shall be forfeited and returned if it is determined by the Corporation in its sole discretion, acting through its chief executive or such person or committee as the chief executive may designate, that a person otherwise entitled to a payment under this Plan or who has commenced receiving payments under this Plan:

- (A) engaged in gross misconduct harmful to the Corporation,
- (B) committed a criminal violation harmful to the Corporation,
- (C) had concealed actions described in paragraph (A) or (B) above which would have brought about termination from employment thereby making the person ineligible for benefits under this Plan,
- (D) separated from service prior to attaining age 65 without having received from the Corporation or its delegatee prior written approval for such termination, given in the sole discretion of the Corporation or its delegatee and in the context of recognition that benefits under this Plan would not be forfeited upon such termination, or
- (E) had been terminated for cause.

K1. Purpose

This Plan provides a payment from the general assets of Exxon Mobil Corporation ("Corporation") to a person who, as of December 31, 1993,

- (A) was classified at level 36 or above,
- (B) was age 50 or above,
- (C) was a participant in the Thrift Plan of Exxon Corporation ("Thrift Plan"), and
- (D) had been precluded from receiving employer contributions to the person's account within the Thrift Plan to which the person would otherwise be entitled, because of the application of United States Internal Revenue Code ("Code") sections 415 and 401(a)(17).

This plan expresses the Corporation's commitment to make such a payment at the time payment is made to the participant under the ExxonMobil Supplemental Savings Plan, and sets forth the method for doing so.

K2. Benefits

K2.1 Benefit Formula

As to a participant, the total amount of payment under this Plan shall be an amount that has been in general determined by notionally crediting on a monthly basis the amount of employer contributions that could not have been made to the Thrift Plan account of that person as a result of application to that person of Code sections 415 and 401(a)(17) from the date the person otherwise would have been an eligible participant in the Exxon Supplemental Thrift Plan until December 30, 1993. This amount shall be enhanced in each instance by the Citibank Prime Lending Rate as of the last business day of each calendar quarter. A participant in this Plan shall have a non-forfeitable right to this amount credited as of December 31, 1993 plus all enhancements.

K2.2 Calculation Methodology

The exact methodology for such notional credits and interest thereon shall be determined by the Plan Administrator.

K3. Payment of Benefits

K3.1 Form of Payment

Payments under this Plan are made in the form of a lump sum single payment.

K3.2 Timing of Payment

Payment shall be made under this Plan at the same time as payment is made to the participant under the ExxonMobil Supplemental Savings Plan.

K4. Beneficiaries

K4.1 Designation of Beneficiaries

A person entitled to receive a payment under this Plan may name one or more designees to receive such payment in the event of the person's death. Beneficiary designations shall be made in accordance with such procedures as the Plan Administrator may establish. Spousal consent to any designation is not required.

K4.2 Default Beneficiaries

(A) In General

If no specific designation is in effect, the deceased's beneficiary is the person or persons in the first of the following classes of successive beneficiaries living at the time of death of the deceased:

- (1) spouse;
- (2) children who survive the participant or who die before the participant leaving children of their own who survive the participant;
- (3) parents;

(4) brothers and sisters who survive the participant or who die before the participant leaving children of their own who survive the participant.

If there are no members of any class of such beneficiaries, payment is made to the deceased's executors or administrators.

(B) Allocation among Default Beneficiaries

If the same class of beneficiaries under paragraph (A) above contains two or more persons, they share equally, with further subdivision of such equal shares as next provided. In class (2), where a child dies before the participant leaving children who survive the participant, such child's share shall be subdivided equally among those children. In class (4), where a brother or sister dies before the participant leaving children who survive the participant, such brother or sister's share shall be subdivided equally among those children.

(C) Definitions

For purposes of this Section K4.2, "child" means a person's son or daughter by legitimate blood relationship or legal adoption; "parent" means a person's father or mother by legitimate blood relationship or legal adoption; "brother" or "sister" means another child of either or both of one's parents.

K5. Miscellaneous

K5.1 Administration of Plan

The Plan Administrator shall be the Manager, Compensation, Benefit Plans and Policies, Human Resources Department, ExxonMobil Corporation. The Plan Administrator shall have the right and authority to conclusively interpret this Plan for all purposes, including the determination of any person's eligibility for benefits hereunder and the resolution of any and all appeals relating to claims by

participants or beneficiaries, with any such interpretation being conclusive for all participants and beneficiaries.

K5.2 Nature of Payments

Payments provided under this Plan shall be considered general obligations of the Corporation.

K5.3 Assignment or Alienation

Payments provided under this Plan may not be assigned or otherwise alienated or pledged.

K5.4 Amendment or Termination

The Corporation may at any time amend or terminate this Plan, in whole or in part, so long as the amendment does not deprive any person of the non-forfeitable right to benefits specifically granted in this Plan.

EXXONMOBIL SUPPLEMENTAL PENSION PLAN
(Including Key Employee Supplemental Pension Plan).

1. Purpose

The purpose of this Plan is to provide payments of equivalent value from the general assets of Exxon Mobil Corporation ("Corporation") to those participants in the ExxonMobil Pension Plan ("Pension Plan") who, because of the application of United States Internal Revenue Code ("Code") sections 415 and 401(a)(17), are precluded from receiving from Pension Plan funded assets all the payments to which they would otherwise be entitled under the Pension Plan's formula.

2. Benefits

2.1 Benefit Formula

(A) In General

Except as provided in paragraph (B) below with respect to former Mobil employees, as defined in the ExxonMobil Common Provisions, ("Former Mobil Employees"), as to any Pension Plan participant eligible for payment under this Plan, the value of the payments under this Plan is an amount that when added to the normal form amount that can be paid to the participant from the Pension Plan's qualified funded assets, produces a sum equal to the total normal form amount to which the participant would be entitled computed under the Pension Plan formula applicable to that participant disregarding any reductions, restrictions, or limitations brought about by the application of Code sections 415 and 401(a)(17), reduced, but not below zero, by the following amounts:

- (1) the amount, if any, payable to the participant under the ExxonMobil Key Employee Supplemental Pension Plan, and

- (2) the amount, if any, payable to the participant under the ExxonMobil Key Employee Additional Payments Plan that is not applied as an offset against the participant's benefit under the ExxonMobil Additional Payments Plan.

Where relevant, this computation is performed after taking into account any entitlement the participant may have under the Overseas Contributory Annuity Plan. The resulting benefit is expressed in the form of a monthly five-year-certain and life annuity for the life of the participant commencing at the participant's age 65 ("Normal Retirement Age").

(B) Benefit Formula for Former Mobil Employee

The payments under this Plan for Former Mobil Employees who retire with eligibility for Incentive Pension Benefits under the ExxonMobil Additional Payments Plan shall be the amounts determined under paragraph (1) below and, if applicable, paragraph (2) below.

(1) In General

The amount benefit determined under this paragraph (1) shall be the lesser of:

- (a) the amount of the person's benefit otherwise determined under paragraph (A) above, or
- (b) the excess if any of the person's Overall Benefit Objective as described in section 2.3(B) of the ExxonMobil Additional Payments Plan, over the sum of the person's benefit under the ExxonMobil Pension Plan (including any Pre-Social Security Benefit) and the person's Incentive Pension Benefit and Nonqualified PSSP Benefit, if any, as determined under the ExxonMobil Additional Payments Plan,

expressed in the form of a monthly five-year-certain and life annuity for the life of the participant commencing at the participant's Normal Retirement Age.

(2) Nonqualified PSSP Benefits

The amount of a person's benefit determined under this paragraph (2) shall be the amount, if any, of any Nonqualified PSSP Benefit determined for such person under the terms of the ExxonMobil Additional Payments Plan.

2.2 Offsets for Other Pension Benefits

A person's benefit determined under section 2.1 shall be offset, but not below zero, by any benefit payable to the person under (A) an offsetting pension that is not qualified under the terms of the U.S. Internal Revenue Code, (B) a separation payment offset, or (C) a non-U.S. governmental pension offset, as such terms are defined under the ExxonMobil Pension Plan.

2.3 Plan Administrator Discretion

The procedure for calculating the benefit for former Mobil employees under section 2.1 above, and for determining the application of the offsets for other pension benefits under section 2.2 above, shall be determined in the sole and exclusive discretion of the Plan Administrator.

3. Payment of Benefits

3.1 Timing of Payment

(A) In General

Except as provided in paragraph (B) or (C) below, payment of the benefit described in article 2 above shall occur as soon as practicable following the later to occur of the following:

- (1) the person's termination of employment or retirement from ExxonMobil;
- (2) in the case of a person who, immediately prior to his or her termination or retirement, has a Classification Level of 37 or above ("Key Employee"), the six-month anniversary of the person's termination of employment or retirement;

(B) Retirement Prior to Age 55

In the case of a person who retires from ExxonMobil on account of long-term disability prior to the first of the month in which the person attains age 55, payment of the benefit described in article 2 above shall occur on the first of the month in which the person attains age 55, or as soon as practicable thereafter.

(C) Termination Prior to Age 50

In the case of a person who terminates employment from ExxonMobil prior to the first of the month in which the person attains age 50, payment of the benefit described in article 2 above shall occur on the first of the month in which the person attains age 50, or as soon as practicable thereafter.

3.2 Reduction for Early Commencement

If payments under this Plan commence prior to the month in which the person reaches Normal Retirement Age, they are reduced by applying the early commencement factors specified under the Pension Plan for a benefit commencing at the person's then age.

3.3 Form of Payment

Payment of the benefit described in article 2 above shall be made in a lump sum that is the actuarial equivalent of the five-year-certain and life annuity calculated under section 2.1(A) or 2.1(B)(1) or the actuarial equivalent of the PSSP benefit calculated under 2.1(B)(2). For this purpose, actuarial equivalence shall be determined by the Plan Administrator using the factors and procedures that are used for the calculation of the lump-sum payment option under the Pension Plan.

3.4 Adjustment for Key Employees

If payment of a Key Employee's Incentive Pension Benefit and/or Overseas Makeup Benefit is delayed for six months following retirement because of the requirement set out in section 3.1(A)(2) above, then instead of the lump-sum benefit calculated under section 3.3 above, the person shall receive a lump-sum benefit equal to the greater of the following:

- (A) The lump-sum payment that would otherwise have been calculated for the person under section 3.3 above as if he were not a Key Employee, based

on the payment date that would have applied to the individual if he were not a Key employee and on the actuarial factors applicable as of such date under the ExxonMobil Pension Plan, plus interest for the period of delayed payment; or

- (B) A lump-sum that is the actuarial equivalent of the person's five-year-certain and life annuity calculated as of the delayed payment date and using the actuarial factors applicable as of such date under the ExxonMobil Pension Plan.

Interest shall be credited under paragraph (A) above, at a rate equal to the Citibank prime lending rate in effect on the date the person separates from employment.

4. Death Benefit

4.1 Benefits Payable On Account of Death

(A) In General

In the event a portion of a pension death benefit or a "career annuity subject to deferred commencement that commences by reason of death" that becomes payable under the terms of the Pension Plan on account of the death of a participant cannot be paid from the Pension Plan because of the application of Code sections 415 and 401(a)(17), a lump-sum death benefit of equivalent value shall be paid to the participant's beneficiary (as determined under section 4.2 below) under this Plan. For this purpose, equivalent value shall be determined by the Plan Administrator using the factors and procedures that are used for the calculation of similar benefits under the Pension Plan.

(B) Excluded Benefits

Neither the Qualified Joint and Survivor Annuity payment option, nor the Surviving Spouse Annuity benefit, as such are provided for under the Pension Plan, are provided as benefits under this Plan.

4.2 Designation of Beneficiaries

(A) In General

A person may name one or more designated beneficiaries to receive the benefits payable under this Plan under section 4.1 above in the event of the person's death. Beneficiary designations shall be made in accordance with such procedures as the Plan Administrator may establish. Spousal consent to any designation is not required.

(B) Default Beneficiaries

(1) In General

If no specific designation is in effect, the deceased's beneficiary is the person or persons in the first of the following classes of successive beneficiaries living at the time of death of the deceased:

- (a) spouse;
- (b) children who survive the participant or who die before the participant leaving children of their own who survive the participant;
- (c) parents;
- (d) brothers and sisters who survive the participant or who die before the participant leaving children of their own who survive the participant.

If there are no members of any class of such beneficiaries, payment is made to the deceased's executors or administrators.

(2) Allocation among Default Beneficiaries

If the same class of beneficiaries under paragraph (1) above contains two or more persons, they share equally, with further subdivision of such equal shares as next provided. In class (b), where a child dies before the participant leaving children who survive the participant, such child's share is subdivided equally

among those children. In class (d), where a brother or sister dies before the participant leaving children who survive the participant,

such brother or sister's share is subdivided equally among those children.

(3) Definitions

For purposes of this section 4.2, "child" means a person's son or daughter by legitimate blood relationship or legal adoption; "parent" means a person's father or mother by legitimate blood relationship or legal adoption; "brother" or "sister" means another child of either or both of one's parents.

5. Miscellaneous

5.1 Administration of Plan

The Plan Administrator shall be the Manager, Compensation, Benefit Plans and Policies, Human Resources Department, Exxon Mobil Corporation. The Plan Administrator shall have the right and authority to conclusively interpret this Plan for all purposes, including the determination of any person's eligibility for benefits hereunder and the resolution of any and all appeals relating to claims by participants or beneficiaries, with any such interpretation being conclusive for all participants and beneficiaries.

5.2 Nature of Payments

Payments provided under this Plan are considered general obligations of the Corporation.

5.3 Assignment or Alienation

Except as provided in section 5.5 below, payments provided under this Plan may not be assigned or otherwise alienated or pledged.

5.4 Amendment or Termination

The Corporation reserves the right to amend or terminate this Plan, in whole or in part, including the right at any time to reduce or eliminate any accrued benefits hereunder and to alter or amend the benefit formula set out herein.

5.5 Forfeiture of Benefits

No person shall be entitled to receive payments under this Plan and any payments received under this Plan shall be forfeited and returned if it is determined by the Corporation in its sole discretion, acting through its chief executive or such person or committee as the chief executive may designate, that a person otherwise entitled to a payment under this Plan or who has commenced receiving payments under this Plan:

- (A) engaged in gross misconduct harmful to the Corporation,
- (B) committed a criminal violation harmful to the Corporation,
- (C) had concealed actions described in paragraph (A) or (B) above which would have brought about termination from employment thereby making the person ineligible for benefits under this Plan,
- (D) separated from service prior to attaining Normal Retirement Age without having received from the Corporation or its delegatee prior written approval for such termination, given in the sole discretion of the Corporation or its delegatee and in the context of recognition that benefits under this Plan would not be forfeited upon such termination, or
- (E) had been terminated for cause.

KEY EMPLOYEE SUPPLEMENTAL PENSION PLAN

K1. Purpose

This Plan provides payments from the general assets of Exxon Mobil Corporation ("Corporation") to those persons who, as of December 31, 1993,

- (A) were classified at level 36 or above,
- (B) were age 50 and above, and
- (C) were participants in the Annuity Plan of Exxon Corporation ("Annuity Plan") and who, because of the application of United States Internal Revenue Code ("Code") sections 415 and 401(a)(17), would have been precluded from receiving from Annuity Plan funded assets all the payments to which they would otherwise be entitled under the Annuity Plan's formula.

This Plan expresses the Corporation's commitment to provide such equivalent payments and sets forth the method for doing so.

K2. Benefits

K2.1 Benefit Formula

As to any participant eligible for payment under this Plan, the value of such payments shall be an amount that when added to the normal form amount that could have been paid to the participant from the Annuity Plan's qualified funded assets, produces a sum equal to the total normal form amount to which the participant would have been entitled computed under the Annuity Plan formula applicable to that participant as of December 31, 1993, disregarding any reductions, restrictions, or limitations brought about by Code sections 415 and 401(a)(17). Where relevant, all computations will take into account any entitlement the participant may have under the Overseas Contributory Annuity Plan. A participant in this Plan shall have a non-forfeitable right to this amount.

K2.2 Benefit Payable On Account of Death

(A) Death Benefit

In the event a pension death benefit is payable under the terms of the ExxonMobil Pension Plan (“Pension Plan”) on account of the death of a participant, a death benefit shall be payable under this Plan equal to the lump-sum value of the benefit that would have been payable under section K2.1 above to the participant if the participant had not died but had terminated employment and had elected to commence his or her benefit as of the date of death.

(B) Deferred Annuity Death Benefit

In the event a “Career Annuity subject to deferred commencement that commences by reason of death” is payable under the terms of the Pension Plan on account of the death of a participant, a similar benefit shall be payable under this Plan based on the benefit that would have been payable under section K2.1 above to the participant if the participant had not died.

(C) Calculation Methodology

The exact nature and amounts of any benefit payable under paragraph (A) or (B) shall be determined under a methodology established from time to time by the Plan Administrator.

(D) Excluded Benefits

Specifically excluded from coverage and entitlement under this Plan are:

- (1) the legally mandated Qualified Joint and Survivor Annuity, and
- (2) the right to elect a Surviving Spouse Annuity

as such are established for married participants in the Pension Plan.

K3. Beneficiaries

K3.1 Designation of Beneficiaries

A person entitled to receive benefits under this Plan may name one or more designated beneficiaries to receive the benefits payable under this Plan under section K2.2 above in the event of the person's death in accordance with such procedures as the Plan Administrator may establish. Spousal consent to any designation is not required.

K3.2 Default Beneficiaries

(A) In General

If no specific designation is in effect, the deceased's beneficiary is the person or persons in the first of the following classes of successive beneficiaries living at the time of death of the deceased:

- (1) spouse;
- (2) children who survive the participant or who die before the participant leaving children of their own who survive the participant;
- (3) parents;
- (4) brothers and sisters who survive the participant or who die before the participant leaving children of their own who survive the participant.

If there are no members of any class of such beneficiaries, payment is made to the deceased's executors or administrators.

(B) Allocation among Default Beneficiaries

If the same class of beneficiaries under paragraph (A) above contains two or more persons, they share equally, with further subdivision of such equal shares as next provided. In class (2), where a child dies before the participant leaving children who survive the participant, such child's share shall be subdivided equally among those children. In class (4), where a brother or sister dies before the participant leaving children who survive the participant, such brother or sister's share shall be subdivided equally among those children.

(C) Definitions

For purposes of this section K3.2, "child" means a person's son or daughter by legitimate blood relationship or legal adoption; "parent" means a person's father or mother by legitimate blood relationship or legal adoption; "brother" or "sister" means another child of either or both of one's parents.

K4. Payment of Benefits

K4.1 Commencement of Benefits

(A) In General

Payments under this Plan occur at the same time as payments under the ExxonMobil Supplemental Pension Plan commence.

(B) Reduction for Early Commencement

If payments under this Plan commence prior to the month in which the person reaches age 65, they are reduced by applying the early commencement factors for retirees set forth in the Pension Plan for a normal maturity age of 65. For all actuarial purposes, this monthly amount paid as a five-year certain life annuity is deemed the normal form amount.

K4.2 Form of Payment

Payments under this Plan shall be made in the form of a lump sum that is the actuarial equivalent of the five-year-certain and life annuity in which the normal form of benefit is expressed. For this purpose, actuarial equivalency shall be determined by the Plan Administrator using the factors used for comparable determinations under the Pension Plan.

K5. Miscellaneous

K5.1 Administration of Plan

The Plan Administrator shall be the Manager, Compensation, Benefit Plans and Policies, Human Resources Department, ExxonMobil Corporation. The Plan Administrator shall have the right and authority to conclusively interpret this Plan for all purposes, including the determination of any person's eligibility for benefits hereunder and the resolution of any and all appeals relating to claims by participants or beneficiaries, with any such interpretation being conclusive for all participants and beneficiaries.

K5.2 Nature of Payments

Payments provided under this Plan shall be considered general obligations of the Corporation.

K5.3 Assignment or Alienation

Payments provided under this Plan may not be assigned or otherwise alienated or pledged.

K5.4 Amendment or Termination

The Corporation reserves the right to amend or terminate this Plan, in whole or in part, so long as the amendment does not deprive any person of the non-forfeitable right to benefits specifically granted in this Plan.

EXXONMOBIL ADDITIONAL PAYMENTS PLAN1. Purpose

The purpose of this Plan is to provide additional payments from the general assets of Exxon Mobil Corporation (the "Corporation") to certain persons. The benefits payable under this Plan consist of two types of pension benefits and a disability benefit. The first pension benefit is a benefit based upon the person's final average incentive compensation ("Incentive Pension Benefit"). The second pension benefit restores certain benefits that are accrued under a pension plan sponsored by a non-U.S. affiliate of the Corporation but which are not paid ("Overseas Makeup Benefit"). The disability benefit is based on incentive compensation and is paid in the event of a long-term disability ("Disability Benefit").

2. Incentive Pension Benefits2.1 Eligibility

A person is eligible to receive Incentive Pension Benefits only if the person satisfies at either of the following requirements:

- (A) the person becomes a retiree within the meaning of the ExxonMobil Common Provisions ("retiree"); or
- (B) in the case of an individual who after terminating employment from the Corporation or any of its affiliates continues employment with Infineum USA Inc. or one of its affiliates (collectively, "Infineum"), becomes a qualified plans retiree within the meaning of the ExxonMobil Common Provisions ("qualified plans retiree").

2.2 Benefit Formula

(A) in General

Except as provided in section 2.3 below with respect to former Mobil employees, as defined in the ExxonMobil Common Provisions ("Former Mobil Employees"), the amount of a person's Incentive Pension Benefit is determined by multiplying 1.6% of the person's final average incentive compensation by the person's years of pensionable service as determined under the ExxonMobil Pension Plan (reduced, but not below zero, by the equivalent amount, if any, determined with respect to the person under the ExxonMobil Key Employee Additional Payments Plan), and dividing the amount so derived by twelve. The amount so derived is expressed in the form of a monthly five-year certain and life annuity for the life of the person commencing at the person's age 65 ("Normal Retirement Age").

(B) Final Average Incentive Compensation

For the purposes of paragraph (A) above, a person's "final average incentive compensation" shall be determined in accordance with this paragraph (B).

(1) Calculation

(a) In General

If a person's eligibility for Incentive Pension Benefits arises from section 2.1(A) above, the person's final average incentive compensation is the average of the person's three highest annual bonus awards (including awards of zero, if any) under the Corporation's Incentive Programs awarded on any of the five most recent annual award dates immediately preceding the person's termination of employment.

(b) Corporate Acquisitions

For purposes of applying paragraph (A) above to a person who commences employment with the Corporation or one of

its affiliates in connection with a corporate acquisition, incentive compensation paid by the person's former employer that is the equivalent of bonus awards payable under the Corporation's Incentive Program may be taken into account as determined by the management of the Corporation in its sole discretion. Management shall have the discretion to exclude any and all prior employer compensation for purposes of this paragraph (b).

(2) Infineum Participants

If a person's eligibility for Incentive Pension Benefits arises from Section 2.1(B) above, the person's final average incentive compensation is the sum of the three highest annual bonus awards under the Corporation's Incentive Programs, if any, during the five-year period immediately prior to the person's termination of employment from Infineum, divided by three.

(3) Annual Bonus Award

(a) Items Used in Calculation

For purposes of this paragraph (B), in determining the amount of a person's annual bonus award, only awards granted under the short-term incentive part of the Incentive Programs as cash and bonus units are considered.

(b) Item Excluded From Calculation

For purposes of this paragraph (B), in determining the amount of a person's annual bonus award, an award to a person characterized by the granting authority as a special one-time bonus is disregarded, unless deemed specifically includable by the granting authority at the time of grant.

(c) Calculation of Annual Bonus Award

If an annual bonus award is granted as bonus units, the maximum settlement value obtainable at the time of the grant shall be used in calculating the value of the award.

2.3 Benefit Formula for Former Mobil Employee

(A) In General

Incentive Pension Benefits for Former Mobil Employees who retire with eligibility for Incentive Pension Benefits under section 2.1 above shall be determined under this section 2.3. The amount of a person's Incentive Pension Benefit calculated under this section 2.3 is the smaller of

- (1) the amount of the person's Incentive Pension Benefit otherwise determined under section 2.2 above based on all of the person's pensionable service under the ExxonMobil Pension Plan, or
- (2) the amount determined by first calculating the person's Overall Benefit Objective under paragraph (B) below, then subtracting therefrom the person's Qualified Benefit Objective calculated under paragraph (C) below and the person's nonqualified PSSP benefit, if any, determined under paragraph (D) below.

The resulting amount is expressed as a monthly five-year certain and life annuity for the life of the person commencing at the person's Normal Retirement Age.

(B) Overall Benefit Objective

(1) In General

A person's Overall Benefit Objective is the greater of

- (a) the sum of the person's Mobil Benefit described in paragraph (2) below and the person's Post-Mobil Benefit described in paragraph (3) below, or
- (b) the person's Overall ExxonMobil Benefit described in paragraph (4) below.

(2) Mobil Benefit

A person's Mobil Benefit is the person's accrued benefit under the Retirement Plan of Mobil Oil Corporation and the Supplemental Pension and Annuity Program of Mobil Oil Corporation up through the date the person becomes a participant in the ExxonMobil Pension Plan, based on service and compensation up through the date the person becomes a participant in the ExxonMobil Pension Plan.

(3) Post-Mobil Benefit A person's Post-Mobil Benefit is the person's accrued benefit described in paragraph (4) below based only on the person's pensionable service after the person becomes a participant in the ExxonMobil Pension Plan.

(4) Overall ExxonMobil Benefit

A person's Overall ExxonMobil Benefit is the sum of

- (a) the person's accrued benefit under the ExxonMobil Pension Plan (including the Pre-Social Security Pension benefit) without any application of the limits under Code section 415 or 401(a)(17), and
- (b) the amount of the person's Incentive Pension Benefit otherwise determined under section 2.2 above,

based on all of the person's pensionable service under the ExxonMobil Pension Plan.

(5) Rules for Calculation

In calculating a person's Mobil Benefit, Post-Mobil Benefit and Overall ExxonMobil Benefit, the Plan administrator shall apply rules similar to those contained in section 2.7 of the ExxonMobil Pension Plan for purposes of calculating the person's frozen Mobil benefit, post-Mobil benefit, and ExxonMobil benefit, respectively.

(C) Qualified Benefit Objective

A person's Qualified Benefit Objective is the person's accrued benefit under the ExxonMobil Pension Plan, including the person's Pre-Social Security Pension.

(D) Nonqualified PSSP Benefit

A person's Nonqualified PSSP Benefit is the excess, if any, of

- (1) the amount of the person's Pre-Social Security Pension benefit calculated in connection with the person's Overall Benefit Objective under paragraph (B) above, over
- (2) the amount of the person's Pre-Social Security Pension benefit or the equivalent thereof under Part 2 of the ExxonMobil Pension Plan calculated in connection with the person's Qualified Benefit Objective under paragraph (C) above.

(E) Plan Administrator Discretion

The procedure for calculating the Incentive Pension Benefit for former Mobil employees under this section 2.3, including the calculation of the benefit comparisons, offsets and reductions, shall be determined in the sole and exclusive discretion of the Plan Administrator. To the extent applicable, the Plan Administrator shall follow the procedures established under the ExxonMobil Pension Plan for performing similar benefit calculations.

2.4 Offset for Similar Benefits

If a participant under this Plan is also entitled to payments comparable to the Incentive Pension Benefit for any portion of the same years of pensionable service under a plan of a service-oriented employer, as defined in the ExxonMobil Common Provisions, other than the Corporation, the amount of the Incentive Pension Benefit is reduced by the respective amount of such comparable payments. In any given case, the Plan Administrator may determine the precise amount of this offset and if a conversion of currency computation is

required, may follow the process established under the ExxonMobil Pension Plan.

2.5 Lapse of Incentive Pension Benefit

The portion of any Incentive Pension Benefit deriving from a provisionally granted bonus that is subsequently annulled lapses as of the date of such annulment.

3. Overseas Makeup Benefit

3.1 Eligibility

A person is eligible to receive an Overseas Makeup Benefit if the following conditions are met as determined by the Plan Administrator:

- (A) the person accrues a benefit under a pension plan (“non-U.S. plan”) sponsored by a non-U.S. affiliate of the Corporation;
- (B) the person terminates active participation in the non-U.S. plan and simultaneously becomes a participant in the ExxonMobil Pension Plan or predecessor plan;
- (C) as a result of terminating active participant status under the non-U.S. plan, the person loses eligibility for all or a portion of the benefit under the non-U.S. plan accrued prior to termination; and
- (D) the amount of the lost benefit is not provided under the terms of the ExxonMobil Pension Plan, the ExxonMobil Supplemental Pension Plan, or otherwise under this Plan.

3.2 Benefit Formula

The amount of the Overseas Makeup Benefit is the amount, expressed as a monthly benefit in the form of a five-year certain and life annuity, that is the actuarial equivalent of the lost benefit under the non-U.S. plan. Such amount shall be conclusively determined by the Plan Administrator.

4. Payment of Pension Benefits

4.1 Timing of Payment

(A) In General

Except as provided under paragraph (B) below, payment of a person's Incentive Pension Benefit and, if applicable, Overseas Makeup Benefit shall occur as soon as practicable following the later to occur of the following:

- (1) The person's retirement from ExxonMobil; or
- (2) In the case of a person who, immediately prior to his or her retirement, has a Classification Level of 37 or above ("Key Employee"), the six-month anniversary of the person's retirement.

(B) Exception for Disability Retirees

In the case of a person who retires with eligibility for Disability Benefits under article 6 below prior to the first of the month in which the person attains age 55, payment of such benefit shall occur as of the first of the month in which the person attains age 55, or as soon as practicable thereafter.

4.2 Reduction for Early Commencement

If a payment under section 4.1 above occurs prior to the month in which the person reaches Normal Retirement Age, it is reduced by applying the early commencement factors specified under the ExxonMobil Pension Plan for a benefit commencing at the person's then age.

4.3 Form of Payment

Payment of a person's Incentive Pension Benefit or Overseas Makeup Benefit shall be made in a lump sum that is the actuarial equivalent of the five-year-certain and life annuity. For this purpose, actuarial equivalence shall be determined by the Plan Administrator using the factors and procedures that are used for the calculation of the lump-sum payment option under the ExxonMobil Pension Plan.

4.4 Adjustment for Key Employees

If payment of a Key Employee's Incentive Pension Benefit and/or Overseas Makeup Benefit is delayed for six months following retirement because of the requirement set out in section 4.1(A)(2) above, then instead of the lump-sum benefit calculated under section 4.3 above, the person shall receive a lump-sum benefit equal to the greater of the following:

- (A) The lump-sum payment that would otherwise have been calculated for the person under section 4.3 above as if he were not a Key Employee, based on the payment date that would have applied to the individual if he were not a Key employee and on the actuarial factors applicable as of such date under the ExxonMobil Pension Plan, plus interest for the period of delayed payment; or
- (B) A lump-sum that is the actuarial equivalent of the person's five-year-certain and life annuity calculated as of the delayed payment date and using the actuarial factors applicable as of such date under the ExxonMobil Pension Plan.

Interest shall be credited under paragraph (A) above, at a rate equal to the Citibank prime lending rate in effect on the date the person separates from employment.

5. Death Benefit

5.1 In General

If a person dies who, at the time of his death,

- (A) is an active employee with 15 or more years of Benefit Plan Service, as determined under the ExxonMobil Common Provisions, or
- (B) had retired with eligibility for an Incentive Pension Benefit and/or a Overseas Makeup Benefit and had not received such benefit,

a lump-sum death benefit shall be payable to the person's beneficiary (as determined under section 5.2 below).

The death benefit payable to the person's beneficiary shall be the lump-sum equivalent value of the amount of the Pension Benefit and Overseas Makeup Benefit to which the person was or would have been entitled. For this purpose, equivalent value shall be determined by the Plan Administrator using the factors and procedures that are used for the calculation of similar benefits under the ExxonMobil Pension Plan.

5.2 Designation of Beneficiaries

(A) In General

A person may name one or more designated beneficiaries to receive payment of the death benefits payable under section 5.1 above in the event of the person's death. Beneficiary designations shall be made in accordance with such procedures as the Plan Administrator may establish. Spousal consent to any such designation is not required.

(B) Default Beneficiaries

(1) In General

If no specific designation is in effect, the deceased's beneficiary is the person or persons in the first of the following classes of successive beneficiaries living at the time of death of the deceased:

- (a) spouse;
- (b) children who survive the deceased or who die before the deceased leaving children of their own who survive the deceased;
- (c) parents;
- (d) brothers and sisters who survive the deceased or who die before the deceased leaving children of their own who survive the deceased.

If there are no members of any class of such beneficiaries, payment is made to the deceased's executors or administrators.

(2) Allocation Among Default Beneficiaries

If the same class of beneficiaries under paragraph (1) above contains two or more persons, they share equally, with further subdivision of such equal shares as next provided. In class (b), where a child dies before the deceased leaving children who survive the deceased, such child's share is subdivided equally among those children. In class (d), where a brother or sister dies before the deceased leaving children who survive the deceased, such brother or sister's share is subdivided equally among those children.

(3) Definitions

For purposes of this section 5.4, "child" means a person's son or daughter by legitimate blood relationship or legal adoption; "parent" means a person's father or mother by legitimate blood relationship or legal adoption; "brother" or "sister" means another child of either or both of one's parents.

6. Disability Benefit

6.1 Nature of Disability Benefits

The benefits provided under this article 6 ("Disability Benefits") are in the nature of long-term disability benefits, payable on account of and for the duration of a person's incapacity on account of disability. These Disability Benefits are intended to qualify as employee welfare benefits under ERISA and as "disability pay" under section 409A of the Internal Revenue Code and its supporting regulations, thereby being exempt from the scope and application of section 409A.

6.2 Payment of Disability Benefit

If a person who becomes a retiree also becomes entitled to long-term disability benefits under the ExxonMobil Disability Plan, the person shall receive monthly Disability Benefits under this Plan. Such Disability Benefits shall commence at the time the person commences long-term disability benefits under the ExxonMobil Disability Plan and shall continue as long as entitlement to long-term disability or transition benefits under such plan continues.

6.3 Benefit Formula

(A) In General

The amount of each monthly Disability Benefit payable to a person is determined by dividing one-half of the person's final average incentive compensation, determined under section 2.2(B) above, by 12 and deducting therefrom the offset described in paragraph (B) below.

(B) Offset

Commencing with the month in which a person's Incentive Pension Benefit is paid, the amount of the person's monthly Disability Benefit shall be reduced by the monthly amount of the person's Incentive Pension Benefit and/or Overseas Makeup Benefit (expressed as a five-year-certain and life annuity). In the case of a Key Employee, the offset provided under this paragraph (B) shall be applied beginning with the month his or her Incentive Pension Benefit would have been paid if he or she were not a Key Employee.

6.4 Offset for Similar Benefit

If a person receiving Disability Benefits hereunder is also entitled to comparable payments under a plan of a service-oriented employer (as defined in the ExxonMobil Common Provisions) other than the Corporation under circumstances where the Plan Administrator determines that such benefits are duplicative of the Disability Benefits payable hereunder, then such Disability Benefits shall be reduced by the amount of such comparable payment. In any given case, the Plan Administrator may determine the precise amount of this

offset and if a conversion of currency computation is required, may follow the process established under the ExxonMobil Pension Plan.

6.5 Disability Death Benefit

(A) Death During Employment

If a person dies as an active employee with 15 or more years of Benefit Plan Service, as determined under the ExxonMobil Common Provisions, then the person's beneficiary (as determined under section 5.2 above) shall receive a disability death benefit equal to the present value of 60 monthly installments of the person's Disability Benefit, calculated as if the person had become eligible for Disability Benefit payments on the day prior to death. For purposes of this paragraph (A), the value of the person's Disability Benefit installments shall be determined by applying the offset under section 6.3(B) above as if the person's Incentive Pension Benefit and/or Overseas Makeup Benefit were payable at the time of death.

(B) Death After Commencement of Disability Retirement Payments

If a person dies while receiving Disability Benefits under this article 6 but before the receipt of 60 monthly installments, the person's beneficiary (as determined under section 5.2 above) shall receive the lump-sum equivalent value of the remaining 60 monthly installments. If at the time of death the person's Incentive Pension Benefit had not been paid, then the value of the person's remaining Disability Benefit installments shall be determined by applying the offset under section 6.3(B) above as if the person's Incentive Pension Benefit and/or Overseas Makeup Benefit were paid at the time of death.

7. Miscellaneous

7.1 Plan Administrator

The Plan Administrator shall be the Manager, Compensation, Benefit Plans and Policies, Human Resources Department, Exxon Mobil Corporation. The Plan Administrator shall have the right and authority to conclusively interpret this Plan for all purposes, including the determination of any person's eligibility for benefits hereunder and the resolution of any and all appeals relating to claims by participants or beneficiaries, with any such interpretation being conclusive for all participants and beneficiaries.

7.2 Nature of Payments

Payments provided under this Plan are considered general obligations of the Corporation.

7.3 Assignment or Alienation

Except as provided in section 7.5 below, payments provided under this Plan may not be assigned or otherwise alienated or pledged.

7.4 Amendment or Termination

The Corporation reserves the right to amend or terminate this Plan, in whole or in part, including the right at any time to reduce or eliminate any accrued benefits hereunder and to alter or amend the benefit formula set out herein.

7.5 Forfeiture Of Benefits

No person shall be entitled to receive payments under this Plan, and any payments received under this Plan shall be forfeited and returned, if it is determined by the Corporation in its sole discretion, acting through its chief executive or such person or committee as the chief executive may designate, that a person otherwise entitled to a payment under this Plan or who has commenced receiving payments under this Plan:

- (A) engaged in gross misconduct harmful to the Corporation,
- (B) committed a criminal violation harmful to the Corporation,

- (C) had concealed actions described in (A) or (B) above which would have brought about termination from employment thereby making the person ineligible for benefits under this Plan,
- (D) separated from service prior to attaining Normal Retirement Age without having received from the Corporation or its delegatee prior written approval for such termination, given in the sole discretion of the Corporation or its delegatee and in the context of recognition that benefits under this Plan would not be forfeited upon such termination, or
- (E) had been terminated for cause.